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January 15, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 January 15, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**REQUEST FOR APPROVAL AND AWARD OF TWO (2)
PRINT OPTIMIZATION AND RELATED SUPPORT SERVICES CONTRACTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award two (2) contracts to provide print optimization and related support services to various County departments to support implementation of the County's Managed Print Services Program.

JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICE THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached contracts (Attachments 1 and 2) with Ricoh Americas Corporation ("Ricoh") and Xerox Corporation ("Xerox") to provide print optimization and related support services to departments countywide effective February 1, 2013, for an initial term of five (5) years, with two (2) one-year extension options, and six (6) month-to-month extensions.
2. Authorize the Director of the Internal Services Department (ISD), or designee, to exercise the renewal option extensions in accordance with the attached contracts; add County-certified small business enterprises as subcontractors; execute contract amendments approved by County Counsel; and make necessary changes to the scope of services and applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Make the Managed Print Services (MPS) Program mandatory for all County departments and establish a three-year target for countywide Program deployment.

4. Charge the County's Chief Information Office (CIO) with responsibility for overseeing the overall MPS coordination, granting exceptions, and providing progress reports.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The MPS Program is a key countywide efficiency initiative, which optimizes office printing while lowering costs. In 2011, the County conducted a print assessment, which identified that the County operates an estimated 43,000 print devices at an annual cost of approximately \$36 million. By using MPS approaches, which include reducing and standardizing printing equipment, measuring and managing costs, and measuring color printing, the assessment recommended that the County could achieve an estimated \$9.7 million (or 27 percent of print costs) in annual cost savings.

The first and second recommendations request approval of two (2) contracts to enable access to MPS services and delegated authority to the Director of ISD to execute contract amendments. Additionally, the second recommendation provides for the ability to add more certified local small business enterprise vendors as subcontractors should Ricoh or Xerox negotiate arrangements with such entities during the term of the contract. These contracts will allow ISD to maintain a pool of two (2) qualified vendors that can provide print optimization and related support services to departments countywide through a centralized and streamlined competitively solicited contracting process.

The third recommendation requests Board approval to make the MPS Program mandatory for all County departments and establish a three-year target for countywide deployment. This will maximize the County's potential to achieve MPS estimated cost savings.

The fourth recommendation directs the CIO to provide overall countywide coordination of the MPS Program. The CIO will be responsible for granting exceptions to the MPS Program and providing progress reporting to the Chief Executive Office and the Board.

Implementation of Strategic Plan Goals

The recommended contracts support the County's Strategic Plan Goal Number 1, Operational Effectiveness, by effectively managing County resources to provide efficient and responsive print optimization and related support services throughout the County.

FISCAL IMPACT/FINANCING

Services for departments will be solicited by ISD through a competitive departmental purchase order solicitation process that will include only two (2) contracted vendors. Expenditures over the term of the agreements in any given year will be budgeted by departments annually for such services. Contractor's proposed rates for purchase order bids cannot exceed the maximum rates identified in the contracts (Attachments 1 and 2), and contract rates are fixed for the entire contract term, including extension options.

Departments utilizing the services are responsible for ensuring that contractors will not perform services which exceed the amounts, scope of work, and dates specified in each individual purchase order.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ISD is seeking approval of two (2) contracts for print optimization and related support services. Negotiated terms and conditions that vary from the County's standards are summarized in Attachment 3. ISD worked closely with CEO Risk Management and County Counsel to negotiate the most advantageous terms possible for the County. Terms that were specially negotiated are non-substantive.

The recommended contracts have been approved as to form by County Counsel. Except as detailed in Attachment 3, the recommended contracts contain the Board's required contract provisions. These contracts do not allow for a cost-of-living adjustment (COLA).

A summary of the Community Business Enterprise Program information for each recommended contractor is provided in Attachment 4. Although the recommended contractors are not certified as Local Small Business Enterprises (LSBE), the two (2) recommended contractors agreed to partner with County-certified small businesses as subcontractors to provide the contracted services. The Ricoh Americas Corporation will be subcontracting to Skill Office Machines and Universal Reprographics; the Xerox Corporation will be subcontracting to Copy R Office Solutions.

These are not Proposition A contracts and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under these contracts do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized nature of the work.

CONTRACTING PROCESS

On April 19, 2012, ISD released a Request for Proposals (RFP) for Print Optimization and Related Support Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 5).

A mandatory proposer's conference was held on May 5, 2012, and thirty-two (32) vendors attended. Three (3) proposals were received by the July 3, 2012, deadline. ISD staff reviewed the proposals to confirm that the minimum requirements were met and the proposals were in compliance with the requirements set forth in the RFP.

The evaluation process consisted of three (3) phases. Phase 1 included the evaluation of proposals based on the criteria listed in the RFP. Phase 2 required the recommended contractors to conduct presentations on the proposed print environments (equipment, software, and services). In Phase 3, the County performed preliminary testing of the recommended contractors' proposed equipment and software, and validated that the performance and functionality were in compliance with the requirements identified in the RFP.

Contractual terms and conditions were negotiated with the two (2) recommended contractors. Canon Business Solution, Inc's proposal was removed from consideration due to unsuccessful negotiations. Attachment 3 represents the final positions agreed upon by both the County and the recommended contractors. No protests were received for this solicitation.

The recommended contracts include maximum rates for various services. Customized statements of work will be developed by departments and bid out to the two recommended contractors with a purchase order awarded to the lowest priced contractor. Approval of the contracts does not guarantee a contractor any minimum amount of work. County departments only incur an obligation as individual purchase orders are issued.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these contracts and recommendations will support the implementation of the County's MPS Program and will maximize the County's projected Program cost savings.

Respectfully submitted,



TOM TINDALL

Director



RICHARD SANCHEZ

Chief Information Officer

TT:JS:YY

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RICOH AMERICAS CORPORATION

FOR

PRINT OPTIMIZATION AND RELATED SUPPORT SERVICES

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SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RICOH AMERICAS CORPORATION
FOR
PRINT OPTIMIZATION AND RELATED SUPPORT SERVICES**

This Contract and Exhibits made and entered into this 1st day of February, 201³₂ by and between the County of Los Angeles, hereinafter referred to as County and Ricoh Americas Corporation, hereinafter referred to as Contractor. Ricoh Americas Corporation is located at Delaware.

RECITALS

WHEREAS, the County may contract with private businesses for print optimization and related support services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing print optimization and related support services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Forms Required at the Time of Contract Execution
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law

Intellectual Property Developed/Designed by Contractor Forms:

SB 1262 - Nonprofit Integrity Act of 2004:

- 1.8 EXHIBIT H - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Business Day(s):** Any day other than a Saturday, Sunday or Holiday recognized by County
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.8 **County:** County of Los Angeles and its functional Departments
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **Department Project Manager:** Person designated by Department to manage the Department specific operations under this Contract.
- 2.11 **Department:** Any County Department.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit C - County's Administration.

5.0 CONTRACT SUM

- 5.1 Contractor shall provide all tasks, deliverables, goods, services and other work specified under this Contract at rates not exceeding the maximum rates identified in Exhibit A – Statement of Work, Schedule C – Pricing Schedule. Contractor's rates shall remain firm and fixed for the term of the Contract including option years.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit C - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work, Schedule C – Pricing Schedule and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit A – Statement of Work, Schedule C – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A – Statement of Work, Schedule C – Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the billing address on the final Purchase Order.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.6 Intentionally Omitted

5.7 Refunds and Other Payments

1. Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other applicable reason, within thirty (30) days when demand is made for other moneys.

2. Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to the billing address on the final Purchase Order.

County reserves the right to withhold payment, or to reduce payment, to satisfy an unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if payment is held or reduced. In the event payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys owed, County reserves the right to terminate this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROJECT MANAGER

Responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY'S CONTRACT PROJECT MONITOR

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at

any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit E - Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Department Head or designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or designee.
- 8.1.3 The Department Head or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with

or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within fifteen (15) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury

Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1,

and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given

Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
Contracting Division/Contracts Section
1100 N Eastern Ave
Los Angeles, CA 90063

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect

to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **INSURANCE COVERAGE**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 **LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Department Head or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in

addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. Contractor shall be liable to the County for liquidated damages in the amounts specified in the Performance Requirements Summary (PRS). Said amount shall be deducted from the County's payment to the Contractor. The aggregate amount of liquidated damages under this Contract for any year shall not exceed the fees payable to the Contractor hereunder for such period; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving

ten (10) days' prior written notice thereof to the other party. The Department Head or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any

amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the

County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt

by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Angela Wu
1100 N Eastern Ave
Los Angeles, CA 90063
E-mail: awu@isd.lacounty.gov
Fax: (323) 415-8664

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than fifteen (15) working days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in

writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or

extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this

Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.4 INTENTIONALLY OMITTED

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: RICOH AMERICAS CORPORATION

By 

Name Ronald Nielson
Region Vice President

Title

COUNTY OF LOS ANGELES

By 

(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



By 
JAN 15 2013 DEPUTY

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

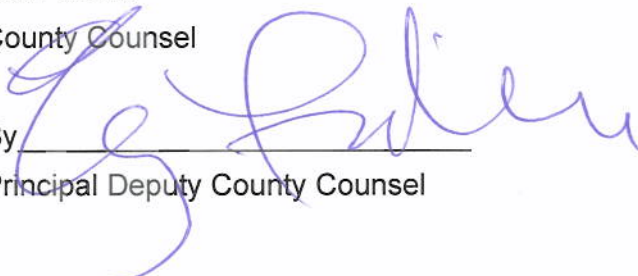
SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

JAN 15 2013

APPROVED AS TO FORM:

John Krattli
County Counsel

By 

Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 JAN 15 2013


SACHI A. HAMAI
EXECUTIVE OFFICER

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STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 BACKGROUND

County has the following objectives through print optimization and related support services:

- standardize the printing Equipment used across the County environment.
- rationalize the amount of printing Equipment in use by achieving industry recognized optimal user to print Equipment ratios.
- reduce cost of ownership and operation for the printing environment.
- reduce the environmental impact of printing through the use of newer “green” technology.
- implement a scalable printing Equipment solution that will meet the operational and technical printing requirements of County for the next five (5) years.

1.1 Current Print Management Support Services Model

County currently utilizes a distributed print management support services model. The basic tasks performed are listed in the following. Currently each department is responsible for meeting their print needs. In the future, that will also be the case, consistent with print optimization standards and approaches as defined in this RFP and SOW.

- provide printer support (e.g. paper jams, toner replacement, driver issues).
- provide internal coordination for print Device moves, adds, and changes.
- request IP address changes.
- train co-workers on resolving printer problems.
- request any print driver changes on the print server.
- train clients on printer functions and operation.
- escalate printer problems to vendors if unable to resolve internally.
- installation of printer maintenance kits.
- install networked or local printers.
- install and configure print management Software.

1.2 Current Equipment Inventory, Impression Volumes, and Computing Environment

The current Countywide Equipment inventory and computing environment is shown in the following tables in Attachment 1 - Current Equipment Inventory, Impression Volumes, and Computing Environment and is based on a distributed Print Environment assessment conducted in Quarter 2, 2011:

- Table 1 - Equipment Inventory by Device Category
- Table 2 – Equipment Capability provides further clarification on Equipment capabilities of Table 1 - Equipment Inventory by Device Category

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- Table 3 - Number of Units and Estimated Monthly Volume by Print Category/Source
- Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume
- Table 5 - Main Hardware and Software Applications that generate the majority of the print volume

Note: The difference in volume counts between Tables 3 and 4 is due to duplex Impressions versus physical paper usage.

2.0 SCOPE OF WORK

Contractor shall provide printing optimization and related support services including, but not limited to, providing all printing Equipment and Consumables, providing hardware maintenance and break-fix support, and managed print services. Specific tasks, deliverables, etc. will be determined during the Departmental Purchase Order Process.

3.0 DEFINITIONS

- 3.1 Availability:** Shall mean that a given Service Element, System, Network or other Service performs in accordance with this Contract, including applicable Performance Requirements and responds in a manner that is reasonably suitable for County's intended business purpose.
- 3.2 Callout Cost:** Hourly cost for the actual time to respond to an actual service call while in Standby mode.
- 3.3 Computing Environment:** Includes all computing hardware devices, network communications hardware devices, microcode, software, and peripheral devices such as printers, scanners, copiers, plotters, and facsimile devices.
- 3.4 Consumables:** Goods required for the ongoing operation and function of the supplied Print Environment, excluding paper products.
- 3.5 County Business Unit:** A logical element or segment of the County (such as Division, Section) representing a specific business function.
- 3.6 Critical Devices:** Devices in this class are used to support business functions that are critical and time sensitive and shall have support available 24 hours by 365 days per year.
- 3.7 Deliverables:** Hardware, Software, reports, studies, information and other tangible items of the Services to be provided by or for the Service Provider to LA County.
- 3.8 Department Project Monitor:** Department point of contact (individual or team) specified by the Department Project Manager upon mutual written agreement.
- 3.9 Department Solicitation:** Purchase Order Solicitations issued for the Departments.
- 3.10 Deployment Plan:** Written plan developed by County and Contractor for the orderly, effective and efficient deployment of the Services.

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- 3.11 Device:** An individual component of the Print Environment provided, or managed, as part of the Services.
- 3.12 Equipment:** Computer, telecommunications and related Equipment including mainframes, front-end processors, telecommunications switches, mid-range or mini computers, personal computers (PC's) and workstations, routers, modems, hubs and all similar Equipment, their associated peripherals (e.g., printers, plotters, routers, modems and hubs, etc.) and connecting Equipment.
- 3.13 Facility:** Property(ies) owned and/or operated by the County of Los Angeles.
- 3.14 Impressions:** A logical page or meter "click" as opposed to a character Impression or physical sheet of paper.
- 3.15 Incidents:** Problems, issues, failures, and requests.
- 3.16 Locations:** All County locations. Specified Locations to be identified at time of Departmental Purchase Order Solicitation in Schedule L – Locations (currently a sample).
- 3.17 Minimum Volumes:** Amount of impressions that County commits to pay for whether they use the Impressions or not.
- 3.18 Multi-Functional Device (MFD):** A laser printer, copier, fax and scanner in one physical unit.
- 3.19 Performance Requirements:** Performance Requirements as identified in Schedule P – Performance Requirements Summary (PRS).
- 3.20 Print Environment:** The output hardware Devices used by County including printers, copiers, multi-function Devices, facsimile machines, plotters, and scanners.
- 3.21 Reports:** Specified Reports to be identified at time of Departmental Purchase Order Solicitation in Schedule R - Reports (currently a sample).
- 3.22 Root Cause Analysis:** Analysis, verification and correct identification of any issue or problem concerning the Services, or otherwise in connection with the Agreement.
- 3.23 Scheduled Downtime:** Time which a device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades mutually agreed upon by County and the Contractor.
- 3.24 Service Hours:** The hours/days of work as defined in Sub-section 12.3 - Contractor's Hours/Days of Work.
- 3.25 Services:** all products, activities, and actions as described and identified in the Contract and all related Schedules, Exhibits and other attachments, collectively.
- 3.26 Severity:** Severity Levels as identified in Sub-section 6.4.1 - Hardware Break/Fix Support.
- 3.27 Software:** System Software and applications Software used to perform the Services, or used by County in their regular business activities.
- 3.28 Standby:** Securing access to service outside of Service Hours.

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- 3.29 Standby Cost:** Hourly cost for Standby mode.
- 3.30 Standard Devices:** Devices in this class of service are used for non-critical business functions. These Devices are used during regular business hours but may also be used by Departments providing services on a 24 hours by 365 days basis and shall have support available 8 hours by 5 days by 52 weeks per year.
- 3.31 System:** Hardware and Software, appropriately integrated, interfaced and inter-operable, to work together efficiently and effectively.
- 3.32 Technology Roadmap:** The long range plan that identifies potential technologies, alternative delivery methods, and associated benefits, used for delivery of the Services.
- 3.33 Term:** The term of Contract as identified in Contract Paragraph 4.0 – Term of Contract.
- 3.34 Third Party:** Any Person other than County and Contractor.
- 3.35 Unscheduled Downtime:** Total amount of elapsed time that a device is not fully functioning or available not including the hours in any month during which a device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades.

4.0 DEPARTMENTAL PURCHASE ORDER PROCESS

ISD will release Departmental Purchase Order Solicitations as needs arise. Specific tasks, deliverables, etc. will be determined at the time a department requests Purchase Order bids. Contractor's proposed rates for Purchase Order bids shall not exceed the maximum rates identified in Schedule C – Pricing Schedule.

Purchase Orders will include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. There may be multiple service delivery solutions, interfaces to County systems, and deployment plans.

All Departmental Purchase Orders under this Contract will expire as set forth in Contract Paragraph 4.0 – Term of Contract.

Department Purchase Orders for new projects may not be awarded during the last year of the Contract Term at the County's sole discretion.

5.0 SYSTEM REQUIREMENTS

Contractor shall provide and is completely responsible for the print Devices throughout the lifetime of the Device.

5.1 Hardware Requirements

Contractor shall provide new equipment and all hardware must include or be capable of being upgraded to include all of the specifications listed in Schedule D1 – Mandatory Hardware/Software Requirements and Schedule D2 – Other Hardware/Software Requirements. The hardware is categorized into the following nine (9) categories and County will accept only one model per category:

1. B&W MFD Large

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2. Color MFD Large
3. B&W MFD Mid-Size
4. Color MFD Mid-Size
5. B&W MFD Small
6. Color MFD Small
7. B&W Printer Regular
8. Color Printer Large
9. Color Printer Regular

Attachment 1 - Current Equipment Inventory, Impression Volumes, and Computing Environment, Table 6 - Print Device Volumes provides an estimate of the required number of Devices by type and an estimate of the monthly Impression Volumes. The margin of error for total net new Devices of estimated volume is $\pm 15\%$. The deployment process along with identified business requirements will drive the final net new Equipment requirements in each category.

5.2 Software Requirements

Contractor shall provide the following Software for centrally managing printers, on the network. All Software must include or be capable of being upgraded to include all of the specifications listed in Schedule D1 – Mandatory Hardware/Software Requirements and Schedule D2 – Other Hardware/Software Requirements.

5.2.1 Fleet Management

- shall be used to manage and maintain the Print Environment to the required performance levels.
- shall be tested and certified by County and Contractor prior to its implementation in the County Print Environment.
- will be subsequently maintained and upgraded by the Contractor.

5.2.2 Queue Management

- shall enhance the Print Environment functionality
- shall provide functionality to add/delete/manage print queues and the jobs in them i.e. redirect print from one queue to another when a device is down or backlogged.

5.2.3 Workload Tracking and Reporting

- shall store the print job cost data to track and report workload.

5.3 Special Needs

Contractor is required to ensure physically challenged employees can take full advantage of Print Environment functionalities. Contractor's proposed Print Environment shall accommodate special needs such as wheelchair accessibility and visual impairments.

6.0 BASIC SERVICES

6.1 Print Architecture Support

To assist in positioning the Print Environment, Contractor shall:

- prepare and present technology strategies and implementation roadmap documents for all Print Environment components that outlines how the components could evolve over a 3 to 5 year horizon on an annual basis.
- align all presented strategies with industry norms and best practices.
- provide cost and timeline estimates for moving to new technologies as part of the strategies and Technology Roadmaps presented.
- assist County to develop the Print Environment technical architecture design and strategy.
- Implement approved opportunities.
- ensure that the technologies remain current and maintainable and that risk factors related to older technologies are minimized through lifecycle management. Any technology should be at a current generation or one generation prior level of currency unless; a) otherwise approved by County; or b) either County or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality. County will review and approve requests to move to newer technology or requests for waivers to remain on old technology.
- ensure that all hardware, Software, and firmware will not be allowed to go unsupported unless specifically agreed to by County.
- proactively research new Software technology and program products for applicability to the County Print Environment including new functionality that from time to time appears in in-scope products already in use at County. Present to County any such new functionality for the purpose of discussion on cost/benefit/risk and potential implementation at least annually. County will review and approve requests to introduce new functionality to County.
- perform assessments of Device models in use by County at least annually and make recommendations to County with respect to suggested or required changes.

6.2 Deployment

The initial deployment shall include the installation of Print Environment and Software, de-installation of existing County print hardware, and providing training to County personnel.

6.2.1 Deployment Requirements

- Deployment shall be completed within six (6) months of Purchase Order execution.
- Deployment shall be managed as a formal project using a proven project management methodology.

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- Deployment shall be predicated on the County business requirements and must not interfere with normal business operations.
- Contractor shall provide dedicated project resources to oversee the project and perform the deployment activities.

6.2.2 Deployment Plan

Contractor shall develop Deployment Plan and reflect deployment on a Department basis including, but is not limited to, the following:

- Project Management – includes detailed project planning and tracking, status reporting, issue management, resource management, post-deployment review,
- Requirements Analysis – includes detailed planning by Location and floor, business requirements determination, business cycle integration with deployment activities.
- Management of Change – includes communication process development and planning, training curriculum development and delivery, customer satisfaction follow-up.
- Pre-Installation Preparation – includes Device certification, application compatibility testing, Equipment ordering and delivery coordination, network preparation, monitoring and management Software installation and testing.
- Equipment Installation – Device installation, basic functional testing, final key application testing, final local contact training, Equipment removal and disposal.

6.3 Device Installations, Moves, Adds and Changes (IMACS)

Contractor shall perform operational Install, Move, Add, and Change Services (IMACs) to maintain the Print Environment.

- Upon County's initiation of service request, Contractor shall acknowledge receipt of IMAC request, provide response target, and move the equipment deployed within ten (10) Business Days notice.
- Contractor initiated IMAC requests require County approval. Contractor shall provide target to perform when initiating service request and move the equipment deployed within ten (10) Business Days notice upon County's approval of request.
- For each IMAC request, Contractor shall prepare detailed proposal including whether request is in scope or chargeable, implementation plan, impact analysis, resourcing, testing and scheduling. County will approve plan or initiate dialogue to address any required changes. Same floor moves will not be charged.
- If Contractor is unable to complete a move request within ten (10) Business Days and County uses a Third Party equipment mover, the Contractor will issue credit to County for the cost of the Third Party

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equipment mover. County will only pay for Third Party transportation costs for equipment moves to a different Location. Contractor shall identify any specific shipping requirements and/or packaging for transportation of equipment for third parties transporting equipment in order to maintain the warranty. County reserves the right to use Third Party equipment movers other than those provided by the Contractor.

- Contractor shall implement change according to County approved schedule including performing any necessary data backups, configuration changes, performance, or functional testing and coordinate change with County Business Unit as required
- Contractor shall update all required documentation and operational references including Device configuration documentation, asset management system, operational procedures, and license inventories
- Contractor shall ensure any decommissioned assets are re-imaged to remove all data and that any assets to be disposed are done so according to County standards

6.4 Hardware Services

Contractor shall perform Hardware Services such as provisioning, delivery, installation, onsite maintenance and break-fix service, and the ordering and distribution of all necessary Consumables including, but not limited to, maintenance kits, for print Equipment.

6.4.1 Hardware Break/Fix Support

Contractor shall provide all technical support required to effectively receive and resolve Incidents and analyze and determine root cause.

6.4.1.1 Severity Levels

Incidents will be classified into the following three (3) Severity Levels:

1. Severity Level 1

Hours of Support: 24x7 until workaround or service restoration is achieved.

The Incident causes loss of service to a business critical operation or workgroup. Productivity loss of affected parties is extreme or absolute. Business processes or system functionality are critically affected. A system work-around or repair is required immediately (and the work-around may not already be known or established). A Severity 1 Incident must meet one of the following criteria:

- is felt company-wide;
- completely compromises the ability of a business unit to conduct its day-to-day business;

- impacts any established service agreements; and
- may be highly visible to County's external customers.

2. Severity Level 2

Hours of Support:

- Standard Device: 8 hours by 5 days by 52 weeks per year
- Critical Device: 24 hours by 365 days per year

The Incident causes a severe degradation of service to a business critical operation or workgroup. Productivity loss of affected parties is significant. Business processes or system functionality are seriously affected. An immediate assessment of the Incident by the resolving team is required and if the Incident presents real or potential risks to external facing services a system work-around or repair is required immediately. If the Incident does not present real or potential risks to external facing services, a system work-around or repair is required within the recovery target. A Severity 2 Incident must meet one of the following criteria:

- has potential high business impact, but due to the time of day or holiday, there is no business impact ;
- seriously compromises the ability of a Business Unit to conduct its day to day business;
- threatens to impact any established service agreements; and
- may be moderately visible to County's external customers.

3. Severity Level 3

Hours of Support: 24x7 until workaround or service restoration is achieved.

The issue causes a loss of a function or resource that does not seriously affect County's operations or schedules. Productivity loss of affected parties is minor. Business processes and system functionality are moderately affected. Situation may be temporarily circumvented with an established work-around, or affected parties are able to perform other key work

tasks. A Severity 3 Incident must meet all three of the following criteria:

- slightly compromises the ability of a Business Unit to conduct its day to day business;
- does not have the potential to impact established service agreements; and
- is not visible to County's external customers.

6.4.1.2 Service Request Response

Contractor shall receive all calls and Incident tickets from the Department Project Monitor and respond. Contractor shall engage the appropriate support staff to perform necessary communications and updates to the Incident and capture the time work on the Incident was started as well as action taken. The Incident response target shall adhere to the following:

Severity	Response Time	Target
Level 1	45 minutes	95%
	No more than 60 minutes	100%
Level 2	4 business hours	95%
	No more than 6 business hours	100%
Level 3	8 business hours	95%
	No more than 10 business hours	100%

6.4.1.3 Service Request Resolution

Contractor shall troubleshoot and resolve Incidents reported through the Department Project Monitor. Service Levels are measured in terms of overall time to repair as tracked by the Contractor. Time starts accumulating from the point at which an Incident is identified by the earliest of: an Incident reported to the Department Project Monitor; reported by the Contractor; or detected by automated monitoring processes, and is considered open until the same Incident record is closed by the technician or the Department Project Monitor, with the originating user's approval that the Incident has been resolved. The Incident resolution time for each service ticket shall adhere to the following target:

Severity	Response Time	Target
Level 1	2 hours	95%
	No more than 3 hours	100%
Level 2	8 business hours	95%
	No more than 12 business hours	100%
Level 3	2 business days	90%
	No more than 3 business days	100%

6.4.1.4 Problem Management

- proactively perform problem diagnosis.
- proactively provide status on open problems.

- work with other Contractors, upon County approval, and as necessary County to perform root cause analysis and provide reports as required by County. County will approve or escalate root cause analysis recommendations. Contractor shall implement approved root cause analysis recommendations as requested or assigned for respective areas of service responsibility.
- propose and implement approved recommendations to improve the Print Environment.
- proactively perform problem trend analysis and provide reports as required by County.

6.4.2 Hardware Lifecycle Management

To ensure the Print Environment and technology remains current, cost effective, secure, and stable, Contractor shall:

- perform initial sizing for new and/or augmented print Device requirements and make recommendations. County will review and approve recommended hardware recommendations for new print Device requirements acceptable to County.
- order hardware based on County approved requirements and in alignment with the County approved technical architecture standards.
- receive hardware and track all components by creating and updating asset records in an asset management system.
- configure components according to pre-defined hardware and Software documented standards. County will perform a status check of the configuration checklist against the physical configuration to ensure all components have been installed to County standards.
- validate the installation of new hardware by conducting certification of network connectivity, performance, and functional testing.
- maintain any required documentation to ensure ongoing hardware support including hardware configuration information.
- review the County proposed schedule and develop implementation plans.
- maintain an active, capital management plan for hardware refresh based on the asset lifecycle. If, due to technology changes, the model to be replaced is no longer strategic, cost effective or available, provide details on the recommended replacement model. County will review the list of Equipment to be refreshed and coordinate with County Business Units to determine an implementation schedule.

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- schedule the installation of approved hardware refreshes.
- implement hardware refreshes.
- provide continuous, automated hardware monitoring of the Print Environment and proactively replace/repair components, coordinating with County if any service outage is required.
- manage an appropriate level of onsite and offsite parts inventory in order to meet contracted availability and reliability targets.
- be responsible for removal and disposal of all Print Device assets, including hardware and Software, which are decommissioned or removed and not reused. In addition, be responsible for the management of appropriate Third Parties with respect to disposal and disposal procedures and coordinate with County. Such disposal shall be done at times and in a manner so as not to inconvenience the business operations of County.
- Storage media must be overwritten with County approved process or destroyed prior to disposal or transfer.
- with respect to County owned assets that are decommissioned or removed and not reused, Contractor shall relocate such assets to a secure area as designated by County and thereafter either store at a County provided facility or dispose of in appropriate manner, as per County's direction.

6.5 Software Services

Contractor shall provide software services including the provisioning, installation, and any ongoing upgrades or maintenance support fees for the Contractor's Print Environment operation and monitoring Software that can be used to monitor and manage the Print Environment. The Print Environment operation and monitoring Software may be used by the Contractor, County personnel, or a Third Party to operate, manage, or measure the Print Environment.

To ensure the Print Environment and technology remains current, stable, and cost effective, Contractor shall.

- develop and review a detailed Software maintenance plan (e.g. list of recommended patches, firmware, microcode) to apply twice annually for all supported print Devices, fleet management Software, queue management Software, and workload tracking and reporting Software. County will approve the Software maintenance plan and coordinate with County Business Units to determine an implementation schedule.
- schedule the installation of approved Software maintenance.
- implement the Software maintenance plan.
- maintain standard Software configuration documentation and identify any changes required for signoff. County will review and approve Software configuration changes proposed by the Contractor.
- provide and maintain documentation for all supported Software.

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- maintain Software asset management, Software maintenance contracts, cost templates and any other required documentation to reflect changes to the environment as required.
- provide ad hoc technical support to County technical support teams, to provide in depth technical knowledge of the Software.
- cooperate with Third Party Software Manufacturers as necessary upon County approval, and/or as required by County, to properly support Third Party Software.
- troubleshoot, correct, or prevent Software problems.
- Maintain Software at a current generation or one generation prior level of currency unless; a) otherwise approved by County; or b) either County or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality.

6.6 Device Availability

Contractor shall measure individual Device Availability for all in-scope Devices.

The amount of Unscheduled Downtime will be measured daily on a per device basis. Unscheduled Downtime begins to accumulate at the point that any Contractor monitoring tool, Contractor Personnel, or process detects, becomes aware of, or is informed that the device is not functioning correctly or not available and ceases to accumulate once the device has been restored to operational use by the Contractor. In the event that the Contractor's monitoring software tools, Contractor Personnel, or processes fail to detect the device is not functioning correctly or not available, Unscheduled Downtime will begin to accumulate at the time of service failure. Data will be accumulated monthly for performance measurement reporting on a per device basis. Device Availability shall adhere to the following target:

Device Tier	Target
Standard Devices	98% (i.e. - 4 hours per month of unplanned outage per individual device)
Critical Devices	98.5% (i.e. - 1 hour per month of unplanned outage per individual device)

If Device Availability does not meet the target, the Device is to be replaced at the same rate and with the same end of term date as the device removed.

Failure to meet the Device Availability targets in any three (3) of twelve (12) consecutive months may, at County's sole discretion be deemed a breach of Contract.

6.7 Device Reliability

Contractor shall measure individual Device Reliability monthly. Device reliability will be based on the number of service calls and periods of Unavailability per Device during a month; and the number of service calls and periods of unavailability per device over the preceding twelve (12) months. Device Reliability shall adhere to the following target:

Periods	Target
Monthly per Device	Maximum three (3) service calls and periods of unavailability.
Rolling Twelve Months per Device	Maximum eight (8) service calls and periods of unavailability.

If Device Reliability does not meet the target, the Device is to be replaced at the same rate and with the same end of term date as the device removed.

6.8 Print Consumption Management

To track print consumption to allow both aggregate and detailed views, including at the Department or Business Unit level, and to support any monthly invoicing requirements, Contractor shall:

- provide, install, configure, and support the Software necessary to capture and report on the desired print volume Impression consumption data.
- maintain a repository of print volume Impression consumption data.
- prepare monthly reports showing the print volume Impression consumption at the agreed upon level of detail.
- monitor the consumption of color print volume Impressions to ensure that the percentage of color Impressions is at or below the agreed upon target range.
- prepare a quarterly report showing the color print volume Impression consumption trend.
- develop and present recommendations to contain or reduce color print volume Impression consumption quarterly. County will review and approve recommendations to contain or reduce color print volume Impression consumption.

6.9 Consumables Management

Contractor shall procure, supply, and distribute Consumables for the Print Environment.

6.9.1 Consumables Procurement

All cartridges should be purchased from a Standardized Test Methods Committee (STMC) certified manufacturer.

EXHIBIT A

Device Type	Toner	
	Black & White	Color
Black & White	Type: Remanufactured Provided by: Contractor Option: County may chose to provide its own remanufactured B&W toner.	
Color	Type: OEM Provided by: Contractor Option: County may chose to provide its own OEM B&W toner.	Type: OEM Provided by: Contractor Option: County may chose to provide its own OEM Color toner.

6.9.2 Consumables Inventory & Supply

- County will provide limited storage space for on-site Consumables in key Locations. The on-site inventory will remain the property and responsibility of the Contractor.
- Contractor shall manage the on-site inventory of Consumables to ensure that one (1) week's worth of inventory will be stored on-site at all times so there are no disruptions to County Business operations.
- Contractor shall monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) days of running out.
- Contractor shall manage and maintain an appropriate level of off-site inventory of Consumables in order to satisfy the expected Consumable demand.
- Contractor shall coordinate orders and deliveries for Consumables across all Locations through designated County personnel (e.g. e-mail or fax confirmation of who placed the order, what was ordered, and the quantity)
- Contractor shall distribute the Consumables to Locations as required to maintain the inventories and satisfy Consumables orders.

6.9.3 Consumables Disposal

- Contractor shall collect and remove used Consumable containers for recycling or disposal in an environmentally responsible manner and to meet all or exceed local environmental regulations at no additional cost to County.
- County reserves the right to provide used printer cartridges to support qualified charitable organizations within the County.

- Contractor shall document the disposal process and provide the documentation to County.

6.10 Reporting

To provide County with a variety of Reports for the Services, Contractor shall:

- collect and store any required log or utilization data necessary to produce the Reports for the required frequencies and timeframes.
- prepare a variety of Reports in the format prescribed in Schedule R – Reports and distribute the Reports to County as required to be available prior to any review meetings.
- review the Reports as required with County.
- ensure the appropriate Contractor staff is available at meetings to address any questions related to the Reports.

6.11 User Satisfaction

Contractor shall measure user satisfaction of all County personnel covered by this Contract.

- User satisfaction survey shall address the following but is not limited to overall user satisfaction; equipment and onscreen controls; repair service; training and online help; and supplies provisioning.
- Contractor shall prepare a user satisfaction survey and obtain County approval before issuing. Survey will be issued electronically.
- User satisfaction survey shall be issued once before deployment to establish the baseline and annually thereafter to confirm the Contractor improves user satisfaction.
- Contractor will compile and present results to the County. The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the County contact immediately upon reporting of the survey results, and must be raised by the following survey.

6.12 Training

To provide training to County personal at no additional cost to County, Contractor shall:

- develop and maintain a training curriculum and training materials on the use and operation of the Print Environment and all Software. The training will be structured to address the needs of County and may consist of:
 - technical training for IT users;
 - basic end user training for all users; and
 - advanced end user training for lead users.

EXHIBIT A

- upon County's review and approval, provide a current copy of the approved training material to County and deliver the approved training curriculum to County personnel per agreed to schedule.
- develop any necessary remedial training based on gaps in training identified by County from monitoring and analyzing Incidents. Upon County's review and approval, Contractor shall provide a revised copy of the approved training material to County and deliver the revised training curriculum to County personnel per agreed to schedule.

6.13 Technical Consultation Services

Contractor shall provide technical expertise to consult with County personnel during the development, roll out, certification, and ongoing operation of the County applications (e.g. print driver compatibility, Equipment features) and to resolve Incidents and problems related to the Print Environment, including complex problems related to applications printing.

6.14 Security and Privacy Compliance

Data security is crucial to County and all solutions must be fully secure at the time of installation. No Device can be placed into production without the required features active to reduce risks.

The Print Environment must satisfy the following security and privacy requirements with the ability to:

6.14.1 Protection

1. automatically overwrite or remove (i.e., erase, clean, or wipe) immediately temporary data stored on the Device hard drive (e.g., solid state and flash memory) using the federal government Department of Defense certified standard # 5220.22-M;
2. encrypt data using the minimum of AES (Advanced Encryption Standard) –128 bit;
3. encrypt data on the hard drive, solid state, or flash memory that is not temporarily stored in accordance with the federal government Department of Defense certified standard # 5220.22-M;
4. remove and replace the hard drive upon decommissioning a Device, and/or destroy the stored data based on the federal government Department of Defense certified standard # 5220.22-M;

6.14.2 Authentication

1. have password protection for all features of the Device, as applicable;
2. authenticate user access to configure and administer the Device;
3. authenticate using network credentials (e.g., Active Directory or LDAP);

EXHIBIT A

4. use network access control and authentication for scanning and storing documents from the Device;
5. provide access detection and protection from unauthorized external sources;

6.14.3 Audit

1. record Device activities with all entries identified with a timestamp (i.e., date and time) using local time;
2. provide and configure specific users access rights to these audit logs;
3. record and categorize log information for numerous Device activities (e.g., access, print, and configuration);
4. configure and allocate Device storage for the storing of audit logs;

6.14.4 Maintenance

1. remote patch capability to install Software updates only by authorized user;
2. physically secured maintenance and access panels;

6.14.5 Configuration

1. have user controlled protection and security for printing confidential documents;
2. reset configuration at the minimum to the factory defaults;
3. disable standard Device settings;
4. disable unused network ports, protocols, and services (e.g., DHCP, SMTP, and BOOTP);
5. use secure network transmission protocols for remote configuration (e.g., SSL, TLS, HTTPS, SFTP, FTPS, SSH).

7.0 BASIC PLUS SERVICES

Departments may also require Contractor to provide additional optional services which will be specified during the Departmental Purchase Order Process. The Services include, but is not limited to the following:

7.1 Additional Print Architecture Support

To assist in positioning the Print Environment, Contractor shall:

- maintain the Print Environment technical architecture.
- maintain technical architecture standards for the Print Environment including the hardware, Software, utilities, tools and identify opportunities to add functionality, reduce cost or improve the environment as technology changes. County will review and approve the implementation of recommended opportunities or state alternatives and all changes to standards.

7.2 Additional Hardware Lifecycle Management

To ensure the Print Environment and technology remains current, cost effective, secure, and stable, Contractor shall:

- maintain leased Equipment so as to meet the return requirements of the lessor of such Equipment provided that the Contractor shall maintain such Equipment in at least as good condition as such Equipment was in when received.
- with respect to County leased Equipment coming off lease, returning such leased Equipment to the appropriate lessors in accordance with lessor guidelines.

7.3 Requirements Analysis

To study and provide proposal of new Print Environment for County identified business areas, Contractor shall:

- capture and document the existing print infrastructure.
- meet with County personnel and document end user needs and critical business applications. Note the impact on print requirements.
- review the information collected, and with the guidance of the County's print strategy provide a proposal for the new environment.
- present and obtain support from the key contacts as to the design of the new environment and the implementation plan.
- document all facility changes that are required to support the implementation of the new environment.

7.4 Additional Consumables Management

To procure, supply, and distribute Consumables for the Print Environment, Contractor shall:

- install Consumables in all Print Devices as required to maintain usability of the Device.
- monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) hours of running out.

7.5 Performance Monitoring

To maintain optimal performance, reliability, and availability of the Print Environment, Contractor shall:

- document and maintain automated alerting thresholds for all monitored components to identify issues or problem situations.
- notify the Department Project Monitor when alerts are triggered.
- maintain a repository of performance related data and related query and reporting tools.

EXHIBIT A

- design and manage the monitoring infrastructure to maximize continuous availability and recoverability.
- create and maintain performance monitoring standards document and ensure all exceptions to standards are documented and approved.
- proactively review performance reports and provide a monthly summary, including analysis of the results and any improvement recommendations, to County. County will review and approve any changes to standards and any exceptions.
- meet with County to review the performance report results at least quarterly. County will review the performance summary and recommendations and approve any identified actions.

7.6 Capacity Monitoring

To support the continued delivery of an optimal Print Environment, Contractor shall:

- proactively review capacity reports and provide summary including analysis of the results, documented historical and projected usage and recommendations to address potential capacity issues. County provides forecast of resource requirement changes based on business growth to vendor to be used as input to regular capacity planning exercise. County reviews summary and recommendations and approve any identified actions.
- schedule and implement actions to avoid potential future capacity issues upon approval.
- create and maintain capacity monitoring standards document and ensure all exceptions to standards are documented and approved. County reviews action plans and recommendations and approve any identified actions or proposals to standard changes.
- maintain repository of capacity related data and related query and reporting tools. County reviews reports and meet with application areas on a regular basis to ensure feedback and concerns flow though to the Contractor.
- proactively identify opportunities for Device consolidation to increase cost effectiveness and improve overall utilization of the environment. County reviews Device consolidation or virtualization recommendations and approves any identified actions.
- schedule and implement Device consolidation or virtualization recommendations upon approval.

8.0 PRINT ENVIRONMENT FLEXIBILITY

The Print Environment at County will not remain static for the Term of Contract. Growth, changing business requirements, and/or new technology will drive potential changes or resizing of the deployed Print Environment.

EXHIBIT A

- Schedule C - Pricing Schedule will be used to gather new pricing from Contractor once the Contract is in place and new Equipment is available or required. Over the entire Term of Contract, County expects, at a minimum, the same pricing discount to be applied to the then current MSRP.
- All new models of Devices over the Term of Contract will be subject to County's testing and certification processes before being approved for implementation into County's production environment.
- At County's option, all additional new Equipment will be co-terminus with the existing Term.
- County's changing business requirements may also enable a reduction in the required number of Devices. County may reduce the deployed print Equipment by up to 5%.

9.0 OUTGOING TRANSITION

Contractor shall develop and provide an outgoing transition plan to ensure a smooth transition from Contractor's Print Environment to the new Print Environment of County or County's selected Contractor upon expiration or termination of the Contract.

Upon County's approval, Contractor shall execute the outgoing transition plan within sixty (60) Days, or such time as is necessary, at County's discretion, whichever is longer, prior to the expiration or termination of this Contract.

10.0 SURPLUS EQUIPMENT

Contractor is responsible for the pickup, removal, and disposal of a significant amount of Equipment which will be retired and deemed surplus as a result of the Deployment from multiple Locations at rates identified in Schedule C – Pricing Schedule, Trade-in Credit/Disposal Charge. The disposal process must meet or exceed environmental laws and regulations in each jurisdiction and also meet County requirements and standards for the removal of data where the Equipment contains physical disk drives or electronic memory.

11.0 PRICING

Contractor's proposed rates specified in Schedule C – Pricing Schedule are maximum rates for the Term of Contract. County shall conduct Departmental Purchase Order Solicitations and Contractor's proposed rates for Purchase Order bids shall not exceed this maximum rate. County shall not be invoiced until completion of Deployment. All impressions made prior to completion of Deployment will be based on the Overage Cost per Copy pricing.

11.1 Cost per Copy (CPC) Pricing

Contractor will provide print optimization and related support services at a Cost per Copy price. Print optimization and related support services will include the following:

EXHIBIT A

1. Basic Services

The capital, services, and all consumables (except paper), required for the operation and maintenance of the equipment over the entire term of Contract based on the following:

- a. B&W CPC: based on 5% coverage.
- b. Color CPC: based on color impression cost of 5% coverage per color by 4 colors. Overage CPC is applied for B&W Impressions.

Any and all other service and consumable costs incurred will be the sole responsibility of the Contractor. Service costs, regardless of cause, are the sole responsibility of the Contractor.

2. Basic Plus Services

Additional optional capital and services requested by Departments for the operation and maintenance of the equipment over the entire term of Contract.

11.2 Service Hours

The selected print optimization and related support services will be provided at 2 Service Hours:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Enhanced Service Hours: 7 days a week, 24 hours a day

11.3 Minimum Volume

Minimum Volumes per Device will be assigned by County and may be modified through an annual reconciliation process to accommodate changing business requirements upon mutual written agreement.

Volumes will be pooled on a per category basis, averaged over the month, and normalized over a twelve (12) month period to mitigate short fall situations. Minimum volumes per device have been provided in Schedule C – Pricing Schedule.

Contractor invoicing will be based on the following to achieve a total category minimum in order to mitigate any shortfalls on any individual Devices:

Number of Devices per category x the Minimum Volume

11.4 Overage Cost per Copy Pricing

Once the Minimum Volume has been exceeded on a cumulative basis in each category of Equipment for the month, an Overage CPC will be applied to the additional volume. The overage rate will be inclusive of Service and Consumables only. No capital or other charges will apply.

Overage CPC will also be applied to all impressions made prior to completion of Deployment.

11.5 Moves, Adds, Changes Pricing

Moves, Adds, Changes will be performed in accordance to Sub-section 6.3 - Device Installations, Moves, Adds and Changes (IMACS) and priced as the following:

1. Floor to Floor within a Location: Flat Rate
2. Location to Location: Variable Rate

11.6 Trade-In Credit/Disposal Charge Pricing

Contractor may present compensation or charge for Devices to be disposed of during the disposal process as identified in Section 9.0 – Surplus Equipment. Detailed and accurate trade inventory information will be provided at the Departmental Solicitation Process.

12.0 CONTRACTOR RESPONSIBILITIES**12.1 Contractor's Office**

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor commits to servicing all County locations.

12.2 Contractor's Personnel

Contractor shall provide staffing as set forth in Paragraph 7.0 – Administration of Contract - Contractor, of the Contract

12.3 Contractor's Hours/Days of Work

Each Facility's Service Hours will be identified at the Department Solicitation level with the following hours/days of work:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Enhanced Service Hours: 7 days a week, 24 hours a day

13.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy, including seasonal thermostat settings. County is committed to purchasing Goods which are less harmful to the environment. Contractor shall notify County's Project Manager of the Contractor's new green initiatives implemented during the term of Contract.

14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Schedule P – Performance Requirements Summary sets forth required services that will be monitored by County during the term of this Contract.

The services set forth in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in Contract and the SOW. In any case of apparent inconsistency between services as stated in Contract and the SOW and this PRS, the meaning apparent in Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Contract Sub-paragraph 5.7, Refunds and Other Payments.
3. Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice(s).

This section does not preclude County's right to terminate Contract, in accordance with Contract, Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.42 - Termination for Convenience and Sub-paragraph 8.43 - Termination for Default.

CURRENT EQUIPMENT INVENTORY, IMPRESSION VOLUMES, AND COMPUTING ENVIRONMENT

Table 1 - Equipment Inventory by Device Category

Equipment Category	Speed PPM	Quantity	Number of Manufacturers
Analog copiers		10	
Digital copiers	<29	125	
Mid-size digital copier	30-49	627	
Production copiers	>50	907	
High volume copiers	>66	568	7
Color copiers		261	3
Production laser printers	>40	6,780	
Mid-size laser printers	30-39	6,175	
Desktop laser printers	<29	13,690	4
Color laser printers		4,358	
Color inkjet printers		2,154	5
Fax machines		5,997	6
Dot matrix printers		21	1
Specialty printers		0	
Scanners		1,596	5
Plotters		157	2
Total		43,426	33

Table 2 - Equipment Capability

Equipment Category	Quantity	Notes
MFD capable printers	7,259	Laser printers capable of print, copy and scan
LAN connected copiers	1,280	MFD copiers actually connected to the network
MFD used as fax	2,033	MFD devices used as fax machines

Table 3 - Number of Units and Estimated Monthly Volume by Print Category/Source

Print Category/Source	Description / Notes	Number of Units	Estimated Monthly Volume	Volume Unit
B & W Copiers / MFD	Digital and analog copiers	2,237	26,511,231	Impressions
Color Copiers / MFD	Digital and analog copiers	261	813,664	Impressions
Distributed B&W Printers	All B&W laser printers	26,645	26,031,402	Impressions
Distributed Color Printers	34 lasers + 9 inkjets	6,512	3,481,113	Impressions
Fax Machines	Estimated volume	5,997	2,998,626	Impressions
Dot Matrix Printers	Estimated volume	21	10,486	Impressions
Scanners	Volumes not recorded	1,596	-	Impressions
Plotters	Volumes recorded in Sq. Ft.	157	211,298 sq.ft.	Square Feet
Totals		43,426	59,846,522	Impressions
			211,298	Square Feet

CURRENT EQUIPMENT INVENTORY, IMPRESSION VOLUMES, AND COMPUTING ENVIRONMENT

Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume

Size	Type	Monthly Volume	% of Total Volume
8.5 x 11	Plain White	57,392,875	97.10%
8.5 x 14	Plain White	1,028,517	1.70%
11 x 17	Plain White	131,125	0.20%
Various	Color / Specialty	538,417	1%

Total	59,090,934
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Table 5 - Main Hardware and Software Applications

Source	Comments / Notes
IBM Mainframe	
AS400	
NT Servers	
PC OS	Windows XP, Windows 2003, Windows 7, Vista, Linux
Office Software	Office 2000, XP, 2003, 2007, 2010; WordPerfect Office
Apple MAC	Only a few units
Network OS	Windows 2000, 2003 and 2008 R2
Unix	
Auto Cad – Micro Station	
Citrix	
Fax Software (RightFax)	

Table 6 - Print Device Volumes

Category of Print	Redeployed Units	New Units	Total Units	Estimated Monthly Volume per Unit	Total Monthly Volume
Digital B&W Multi-function large units	400	2,725	3,125	8,200	25,625,000
Digital B&W Multi-function mid-size units	300	3,250	3,550	3,750	13,312,500
Digital B&W Multi-function small units	36	3,514	3,550	916	3,251,800
Distributed B&W laser printers *	1,000	3,450	4,450	3,000	13,350,000
Distributed Color laser printers	500	3,475	3,975	1,081	4,296,975
Dot Matrix and Specialty printers	21	0	21	500	10,499
Plotters	157	0	157	n/a	
Total	2,414	16,414	18,828		59,846,774

*for private and confidential printing

PRICING SCHEDULE
Ricoh Americas Corporation

Revision Date: <u>February 1, 2013</u>	1	2	3	4	5	6	7	8	9
	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
	Minimum Monthly Volume per Device	4,920	1,200	2,250	750	550	550	1,800	1,200

Basic Services - Cost per Copy

Standard Service Hours (Monday-Friday, 8:00 AM-5:00 PM)

B&W Devices (based on 5% coverage)

Standard	B&W (Remanufactured) Toner Provider	Contractor	Contractor		Contractor		Contractor	
		Minimum Impression Rate	\$0.0136	\$0.0132	\$0.0172	\$0.0172	\$0.0202	\$0.0202
		Overage Charge (B&W Impression)	\$0.0136	\$0.0132	\$0.0172	\$0.0172	\$0.0202	\$0.0202
Option	B&W (Remanufactured) Toner Provider	County	County		County		County	
		Minimum Impression Rate	\$0.0113	\$0.0114	\$0.0145	\$0.0145	\$0.0150	\$0.0150
		Overage Charge (B&W Impression)	\$0.0113	\$0.0114	\$0.0145	\$0.0145	\$0.0150	\$0.0150

Color Devices (based on color impression cost of 5% coverage per color by 4 colors; overage CPC is applied for B&W impressions)

Standard	B&W (OEM) Toner Provider	Contractor		Contractor		Contractor		Contractor	
		Color (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor
		Minimum Impression Rate	\$0.0457	\$0.0475	\$0.0475	\$0.0700	\$0.0700	\$0.0773	\$0.0770
Option	B&W (OEM) Toner Provider	Overage Charge (Color Impression)	\$0.0457	\$0.0475	\$0.0475	\$0.0700	\$0.0700	\$0.0773	\$0.0770
		Overage Charge (B&W Impression)	\$0.0457	\$0.0475	\$0.0475	\$0.0700	\$0.0700	\$0.0773	\$0.0770
		Overage Charge (B&W Impression)	\$0.0457	\$0.0475	\$0.0475	\$0.0700	\$0.0700	\$0.0773	\$0.0770
Option	B&W (OEM) Toner Provider	County		County		County		County	
		Color (OEM) Toner Provider	County	County	County	County	County	County	County
		Minimum Impression Rate	\$0.0366	\$0.0381	\$0.0381	\$0.0556	\$0.0556	\$0.0612	\$0.0610
	B&W (OEM) Toner Provider	Overage Charge (Color Impression)	\$0.0366	\$0.0381	\$0.0381	\$0.0556	\$0.0556	\$0.0612	\$0.0610
		Overage Charge (Color Impression)	\$0.0366	\$0.0381	\$0.0381	\$0.0556	\$0.0556	\$0.0612	\$0.0610
		Overage Charge (B&W Impression)	\$0.0366	\$0.0381	\$0.0381	\$0.0556	\$0.0556	\$0.0612	\$0.0610

PRICING SCHEDULE
Ricoh Americas Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Enhanced Service Hours (7 days a week, 24 hours a day)

B&W Devices (based on 5% coverage)

Standard	B&W (Remanufactured) Toner Provider	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.1121	\$0.1117	\$0.1157	\$0.1187
	Overage Charge (B&W Impression)	\$0.1121	\$0.1117	\$0.1157	\$0.1187
Option	B&W (Remanufactured) Toner Provider	County	County	County	County
	Minimum Impression Rate	\$0.1098	\$0.1099	\$0.1130	\$0.1135
	Overage Charge (B&W Impression)	\$0.1098	\$0.1099	\$0.1130	\$0.1135

Color Devices (based on color impression cost of 5% coverage per color by 4 colors; overage CPC is applied for B&W impressions)

Standard	B&W (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Color (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.1442	\$0.1460	\$0.1685	\$0.1758	\$0.1755
	Overage Charge (Color Impression)	\$0.1442	\$0.1460	\$0.1685	\$0.1758	\$0.1755
	Overage Charge (B&W Impression)	\$0.1442	\$0.1460	\$0.1685	\$0.1758	\$0.1755
Option	B&W (OEM) Toner Provider	County	County	County	County	County
	Color (OEM) Toner Provider	County	County	County	County	County
	Minimum Impression Rate	\$0.1351	\$0.1366	\$0.1541	\$0.1597	\$0.1595
	Overage Charge (Color Impression)	\$0.1351	\$0.1366	\$0.1541	\$0.1597	\$0.1595
	Overage Charge (B&W Impression)	\$0.1351	\$0.1366	\$0.1541	\$0.1597	\$0.1595

PRICING SCHEDULE
Ricoh Americas Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Basic Plus Services - Cost per Copy (In Addition to Basic Services)

Standard Service Hours (Monday-Friday, 8:00 AM-5:00 PM)

Minimum Impressions Chargeall inclusive

Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Overage Chargeall inclusive

Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Enhanced Service Hours (7 days a week, 24 hours a day)

Minimum Impressions Chargeall inclusive

Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Overage Chargeall inclusive

Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

PRICING SCHEDULE
Ricoh Americas Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Others - One Time Fees

Moves, Adds, Changes Costs

Floor to Floor within a Location (Flat Rate per Device)	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000
Location to Location (Flat Rate per Device)	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000	\$152.0000
Location to Location (Rate per Mile)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Labor Cost - Non-Business Hours (Hour)

	Hourly Rate	Minimum Hours
Standby Cost	\$35.0000	
Callout Cost	\$200.0000	4.00

Disposal Charge (Unit)

Distributed B&W laser printers	\$350.0000
Distributed Color laser printers	\$350.0000
Color copiers	\$350.0000
B&W copiers	\$350.0000
Fax machines	\$350.0000
Scanners	\$350.0000

MANDATORY HARDWARE/SOFTWARE REQUIREMENTSRevision Date: June 26, 2012

	1	2	3	4	5	6	7	8	9
Mandatory Requirements (Mandatory: M)	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
OPERATING ENVIRONMENT	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
OPERATING SYSTEMS:									
Windows 2003, Windows XP, Windows Vista, Windows 7, Windows 2008 Print Server, Windows 2000	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PRINT DRIVERS:									
Universal driver supporting 32, and 64 bit versions of Windows	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PCL5, PCL6, and PostScript III	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Support 'UPC A' Barcode	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Fully supported Oracle on Linux printing	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PROTOCOLS:									
TCP/IP, NTP, SNMP, SMTP, SSL, IPDS	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Unicode Compliant	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER OPERATING REQUIREMENTS:									
Internal Network Card (10/100)	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Supports Active Directory binding for name lookups, LDAP	M ✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
USB Port Capability	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
CONFIGURATION / FUNCTION	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
GENERAL:									
Floor unit	M ✓	✓	✓	✓	N/A	N/A	N/A	✓	N/A
Ability to perform all required functions within the operating system/firmware, without relying on a logically separated computer (whether standalone or physically incorporated into the unit) that requires separate management, monitoring, security hardening and patching.	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
ENVIRONMENTAL REQUIREMENTS:									
Energy Star Compliance	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Ecologo or Equivalent Compliance	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Power: 110V, 60 Hz, ≤20A, with standard three prong plugs	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
TRAY CONFIGURATIONS:									
Base Number of input paper trays (Not including Manual Feed)	M 4	3	3	3	2	2	2	3	2
MEDIA REQUIREMENTS:									
Laser based technology	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 8.5" x 11"	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 8.5" x 14"	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 11" x 17"	M ✓	✓	✓	✓	N/A	N/A	N/A	✓	N/A
Ability to routinely handle up to 33% recycled material in duplex mode	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
FUNCTIONAL REQUIREMENTS:									
Color laser printer Devices shall track B&W Impressions and color Impressions separately.	M N/A	✓	N/A	✓	N/A	✓	N/A	✓	✓
Confidential / Secure print capability	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to default to B&W or Grayscale (Requires specific selection to print in color)	M N/A	✓	N/A	✓	N/A	✓	N/A	✓	✓
Automatic Duplex	M ✓	✓	✓	✓	✓	✓	✓	✓	✓

MANDATORY HARDWARE/SOFTWARE REQUIREMENTSRevision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Mandatory Requirements (Mandatory: M)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Ability to Print	M	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to Copy	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to enlarge or reduce (Scalability)	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Scanning:										
Ability to handle single pass duplex scanning	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to e-mail	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to a File or a Folder utilizing Active Directory	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to provide full complex Active Directory authentication	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Fax:										
Ability to Fax	M	N/A	N/A	✓	✓	✓	✓	N/A	N/A	N/A
Other:										
Automatic Document Feeder	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Document Sorting / Collating	M	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Finishing:										
Stapling capacity of 30 sheets (Corner stapling)	M	N/A	N/A	✓	✓	N/A	N/A	N/A	N/A	N/A
Stapling capacity of 50 sheets (Corner stapling)	M	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SOFTWARE		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
FLEET MANAGEMENT:										
Shall be centrally-located and network-based	M	✓	✓	✓	✓	✓	✓	✓	✓	✓

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

Other Requirements (Required: R, R1; Optional: O)	1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular	
OPERATING ENVIRONMENT	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
OPERATING SYSTEMS:									
Mac OS, Linux	O	✓	✓	✓	✓	✓	✓	✓	✓
PRINT DRIVERS:									
Fully support TWAIN	R1	✓	✓	✓	✓	✓	✓	✓	✓
OTHER OPERATING REQUIREMENTS:									
Processor speed in MHz	R	400	400	400	400	400	400	400	400
Monthly rated duty cycle (imp/mo)	R	200,000	150,000	100,000	100,000	60,000	60,000	100,000	60,000
CONFIGURATION / FUNCTION	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
GENERAL:									
Table unit	R1	N/A	N/A	N/A	✓	✓	✓	N/A	✓
Optional Table Top Unit	O	N/A	N/A	✓	N/A	N/A	N/A	✓	N/A
Memory requirements	R	1 GB	1 GB	512 MB	512 MB	256 MB	384 MB	256 MB	384 MB
First Page Out (Less than)	R	10 seconds	10 seconds	10 seconds	10 seconds	10 seconds	10 seconds	17 seconds	17 seconds
Print resolution quality in dpi (Enhanced resolution to achieve equivalency to these specs is acceptable)	R1	1200 x 1200	600 x 600	1200 x 1200	600 x 600	1200 x 1200	600 x 600	1200 x 1200	600 x 600
B&W speed in pages per min (Print)	R	55 ppm	55 ppm	40 ppm	40 ppm	25 ppm	25 ppm	30 ppm	45 ppm
B&W speed in pages per min (Scan)	R	45 ppm	45 ppm	30 ppm	30 ppm	20 ppm	20 ppm	N/A	N/A
Color speed in pages per min (Print)	R	N/A	45 ppm	N/A	35 ppm	N/A	20 ppm	N/A	40 ppm
Color speed in pages per min (Scan)	R	N/A	45 ppm	N/A	30 ppm	N/A	20 ppm	N/A	N/A
Uniformity of Control Panel / Screen across devices	R1	✓	✓	✓	✓	✓	✓	N/A	N/A
Ability to perform multiple functions concurrently	R1	✓	✓	✓	✓	✓	✓	N/A	N/A
LPT Port Capability	O	✓	✓	✓	✓	✓	✓	✓	✓
Capable of wireless printing	R1	✓	✓	✓	✓	✓	✓	✓	✓
ENVIRONMENTAL REQUIREMENTS:									
ISO14001 Manufacturing Compliance	R1	✓	✓	✓	✓	✓	✓	✓	✓
TRAY CONFIGURATIONS:									
Input paper capacity in sheets	R	3,000	1,500	1,500	1,500	500	500	500	1,500
Output stacker capacity in pages	R	2,000	500	250	250	100	100	150	250
Maximum # of Input Trays above Mandatory Base (Not including Manual Feed)	O	✓	✓	✓	✓	✓	✓	✓	✓
Maximum # of Output Trays (above base of 1 tray)	O	✓	✓	✓	✓	✓	✓	✓	✓
Ability to designate output trays to specific output type	R1	✓	✓	✓	✓	N/A	N/A	N/A	N/A
Ability to designate input trays to specific paper types	R1	✓	✓	✓	✓	✓	✓	✓	✓
MEDIA REQUIREMENTS:									
Cover stock paper weight requirement	R	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb
Ability to feed envelopes & labels	R1	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 11" x 17"	O	N/A	N/A	N/A	N/A	✓	✓	N/A	✓
MICR capability	O	N/A	N/A	✓	N/A	✓	N/A	✓	N/A
FUNCTIONAL REQUIREMENTS:									
Card Swipe or Proximity Card Feature Option for 'print anywhere'	R1	✓	✓	✓	✓	✓	✓	✓	✓
Single pass Duplex	R1	✓	✓	✓	✓	✓	✓	✓	✓
Ability to perform an ID Card Shot (copy two sides of an ID Card onto one side of a single sheet of paper)	R1	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to create a Watermark at the device	O	✓	✓	✓	✓	✓	N/A	N/A	N/A
Scanning:									

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Other Requirements (Required: R, R1; Optional: O)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Scanning resolution in dpi (Enhanced resolution to achieve equivalency to these specs is acceptable)	R	600	600	600	600	600	600	N/A	N/A	N/A
Ability to automatically interface to user's Active Directory profile	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Color Scanning	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
OCR Scanning	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system DocSend	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Documentum/Captiva	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system EFI SendMe	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system FileNet	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Global 360/Open Text	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system NSI Auto Store	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Nuance e-Copy	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to deactivate scanning option	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Capable of scanning to multiple destinations	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to a searchable PDF	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to assemble scanned documents from varied sources into one single resulting image/document at the MFD.	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Fax:										
Fax storage in pages (memory)	R	100	100	100	100	100	100	N/A	N/A	N/A
Programmable fax stations	R	100	100	100	100	100	100	N/A	N/A	N/A
Broadcast capable	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to integrate with a Fax Server environment	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Fax	O	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other:										
Automatic Document Feeder Capacity in Sheets	R	100	50	50	50	15	15	N/A	N/A	N/A
Unlimited collated output	R1	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Document Sorting / Collating	O	N/A	N/A	✓	✓	N/A	N/A	N/A	N/A	N/A
Finishing:										
4-way stapling	O	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Three Hole Puncher	O	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Ability to fold	O	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SOFTWARE		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
FLEET MANAGEMENT:										
Monitor & configure from a web browser	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apply patches and updates remotely	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Flexible & comprehensive fleet / device management reporting & analysis tools	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to manage locally attached devices	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
User and group audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
QUEUE MANAGEMENT:										
Flexible & comprehensive queue management software functionality	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Other Requirements (Required: R, R1; Optional: O)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Can automatically hold jobs in the queue if the required paper tray at the target Device is empty while other jobs continue to print at that Device to optimize usage of the fleet until the empty tray is filled.	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
WORKLOAD TRACKING AND REPORTING:										
Flexible & comprehensive work load tracking software functionality	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Must work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Integration capability with other solutions recommended	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Compatible with Active Directory	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Scalable	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Relating print jobs within departments and to individual users	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

LOCATIONS**Revision Date:** SAMPLE

Facility #	Facility	Address	City	Days	Hours	Notes

PERFORMANCE REQUIREMENTS SUMMARYRevision Date: April 19, 2012

Contract				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
7.0	Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$250 per occurrence
8.38	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$250 per occurrence
8.40	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of Contract

Statement of Work				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
6.4.1.2	Service Request Response	<i>(Number of Incidents responded to within the agreed upon time) / (Total number of Incidents during a reporting period)*100</i> shall meet target set in 7.1.2 - Service Request Response	Incidents recorded and reported by the Department Project Monitor monthly. Any Incident that does not clearly reflect a closing time stamp to track against will be considered a failure.	\$500 per occurrence
6.4.1.3	Service Request Resolution	<i>(Number of incidents responded to and resolved as per the defined schedule) / (Total number of Incidents during a reporting period)</i> shall meet target set in 7.1.3 - Service Request Resolution	Incidents recorded and reported by the Department Project Monitor monthly. Any Incident that does not clearly reflect a closing time stamp to track against will be considered a failure.	Severity Level 1: \$500 per occurrence Severity Levels 2 & 3: \$250 per occurrence
6.6	Device Availability	<i>1 - (Sum of unscheduled downtime for each device during the month) / (sum of hours in the month minus</i>	Service metric performance data will be captured by the Contractor and recorded.	\$500 per occurrence; possible termination for default of Contract

PERFORMANCE REQUIREMENTS SUMMARYRevision Date: April 19, 2012

Statement of Work				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
		<i>hours of approved planned downtime</i>) shall meet target set in 9.1 – Device Availability. Failure to meet the Device Availability targets in any three (3) of twelve (12) consecutive months may, at County's sole discretion be deemed a breach of Contract.		
6.9.2	Consumables Inventory& Supply	Manage the on-site inventory of Consumables to ensure that one (1) week's worth of inventory will be stored on-site at all times	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
6.9.2	Consumables Inventory& Supply	Ensure replacement Consumables are available at the Print Device within two (2) days of running out.	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
7.4	Additional Consumables Management	Ensure replacement Consumables are available at the Print Device within two (2) hours of running out.	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
6.11	User Satisfaction	The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the County contact immediately upon reporting of the survey results, and must be raised by the following survey.	Contractor will compile and present results to the County.	\$1000 per occurrence

REPORTS**Revision Date:** SAMPLE

Title	Description	Frequency
Usage/volume report by location	Provide copy and print volumes for the MFDs	monthly
Usage/volume report by device	Provide copy and print volumes for the MFDs	monthly
Scanner usage/volume report on the MFDs by device and location		monthly
Fax usage/volume report on the MFDs by device and location		monthly
Service calls by location and device	Flagged devices with multiple service calls per month. Average mean time to repair	monthly
Consumable usage by location and by device		monthly
Over utilized devices by location based on recommended rated monthly volume		monthly
Underutilized devices by location based on recommended rated monthly volume		monthly
Color volume utilization by device & location	Color copying volume to be also shown for a color MFD	monthly
Usage trending over a period of time by device, color & B&W and location		quarterly and annually
IMAC report by device and location		monthly
Total fleet asset mix		quarterly and annually
Invoiced impressions by device		monthly
Invoiced impressions by location		monthly
Consumable products invoiced vs. delivered		Monthly
Volume & cost breakout by Department and sub department groupings		Monthly
Staff turnover levels including subcontractors		Quarterly
Action items undertaken & completed in the period	e.g., load balancing initiative	Monthly
Historical trending and forecasting for future trends – Analysis, observations and recommendations		monthly and quarterly

CONTRACTOR'S EEO CERTIFICATION

Ricoh USA

Contractor Name

1055 W. 7th Street, Suite 2100, Los Angeles, CA 90017

Address

23-0334400

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS**YES****NO**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. ☒ ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. ☒ ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. ☒ ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. ☒ ☐

Jeremy B. Ogulnick, Director of Sales

Authorized Official's Printed Name and Title

Authorized Official's Signature

12-13-12

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Yolanda Young
Title: Contracts Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3101
Facsimile: (323) 415-8664
E-mail Address: yyoung@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: John Arnstein
Title: Sr. Associate CIO
Address: 350 S Figueroa St
Los Angeles, CA 90071
Telephone: (213) 253-5621
Facsimile:
E-mail Address: jarnstein@cio.lacounty.gov

COUNTY PURCHASE ORDER DIRECTOR:

Name: Gerry Plummer, C.P.M.
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-2670
Facsimile: (323) 415-8673
E-mail Address: gplummer@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Angela Wu
Title: Purchasing & Contracts Analyst
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 881-5178
Facsimile: (323) 415-8664
E-mail Address: awu@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

RICOH USA
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Eric C. Daroca
Title: Sales Manager
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: 213-532-2700 x2734
Facsimile: 213-532-2838
E-mail Address: eric.daroca@ricoh-usa.com

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Jeremy B. Ogulnick
Title: Director of Sales
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: 213-532-2700 x2716
Facsimile: 213-532-2838
E-mail Address: jeremy.ogulnick@ricoh-usa.com

Name: Eric C. Draoca
Title: Sales Manager
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: 213-532-2700 x2834
Facsimile: 213-532-2838
E-mail Address: eric.daroca@ricoh-usa.com

Notices to Contractor shall be sent to the following address:

Name: Eric C. Daroca
Title: Sales Manager
Address: 1055 W. 7th Street, Suite 2100
Los Angeles, CA 90017
Telephone: 213-532-2700 x2734
Facsimile: 213-532-2838
E-mail Address: eric.daroca@ricoh-usa.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name RICOH USA

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 12/14/2012

PRINTED NAME: JEREMY B. OGULNICK

POSITION: DIRECTOR OF SALES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

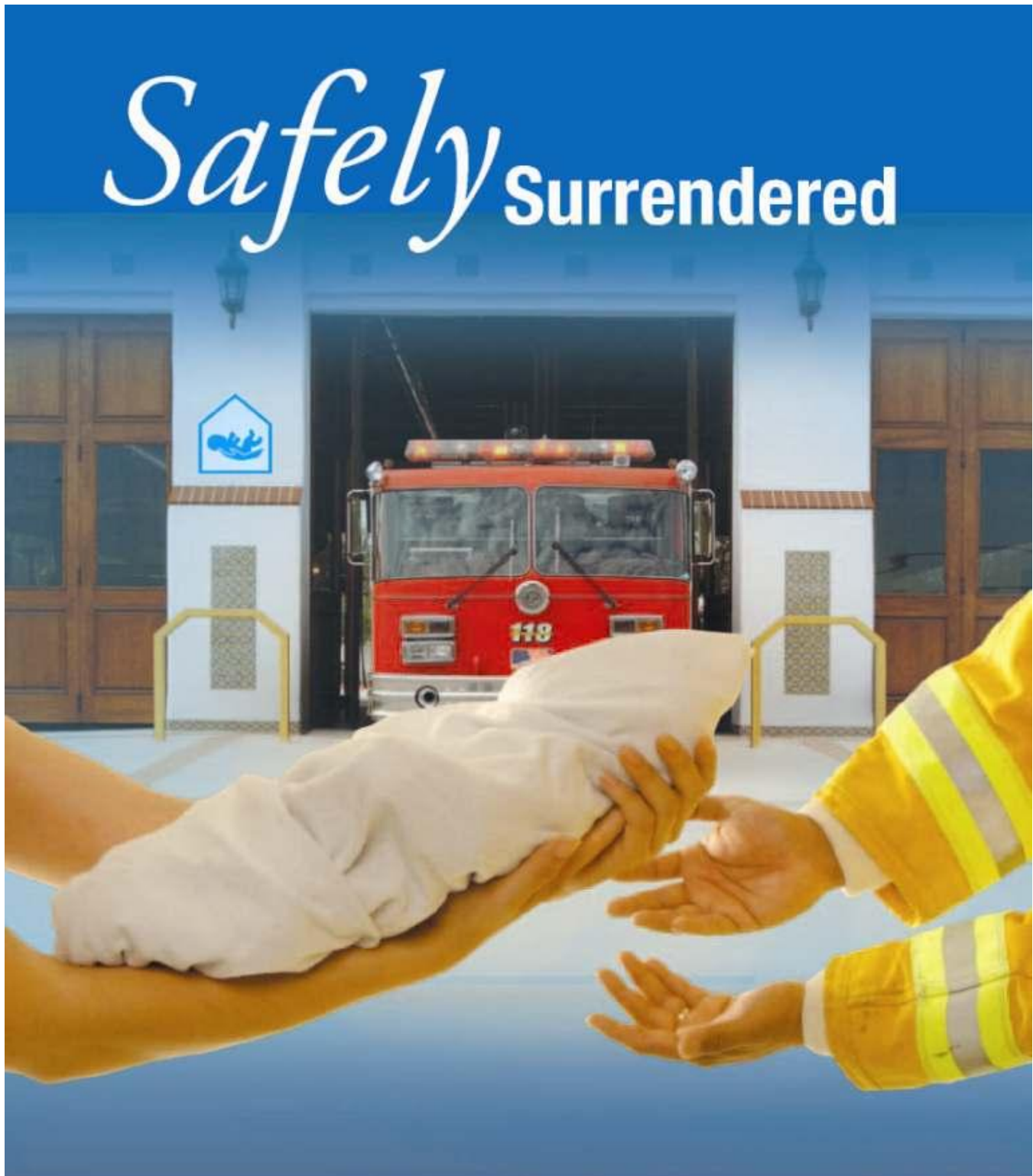
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.


If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

RicoH USA

Company Name

1055 W. 7th Street, Los Angeles, CA 90017

Address

23-0334400

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Jeremy B. Ogulnick, Director of Sales
Name and Title of Signer (please print)

12-14-2012

Date



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

XEROX CORPORATION

FOR

PRINT OPTIMIZATION AND RELATED SUPPORT SERVICES

77909

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SB 1262 – NONPROFIT INTEGRITY ACT OF 2004	
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
XEROX CORPORATION
FOR
PRINT OPTIMIZATION AND RELATED SUPPORT SERVICES**

This Contract and Exhibits made and entered into this 1st day of February, 201³~~2~~ by and between the County of Los Angeles, hereinafter referred to as County and Xerox Corporation, hereinafter referred to as Contractor. Xerox Corporation is located at New York.

RECITALS

WHEREAS, the County may contract with private businesses for print optimization and related support services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing print optimization and related support services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Forms Required at the Time of Contract Execution
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law

Intellectual Property Developed/Designed by Contractor Forms:

SB 1262 - Nonprofit Integrity Act of 2004:

- 1.8 EXHIBIT H - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Business Day(s):** Any day other than a Saturday, Sunday or Holiday recognized by County
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.8 **County:** County of Los Angeles and it's functional Departments
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **Department Project Manager:** Person designated by Department to manage the Department specific operations under this Contract.
- 2.11 **Department:** Any County Department.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit C - County's Administration.

5.0 CONTRACT SUM

- 5.1 Contractor shall provide all tasks, deliverables, goods, services and other work specified under this Contract at rates not exceeding the maximum rates identified in Exhibit A – Statement of Work, Schedule C – Pricing Schedule. Contractor's rates shall remain firm and fixed for the term of the Contract including option years.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit C - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work, Schedule C – Pricing Schedule and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit A – Statement of Work, Schedule C – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A – Statement of Work, Schedule C – Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the billing address on the final Purchase Order.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.6 Intentionally Omitted

5.7 Refunds and Other Payments

1. Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other applicable reason, within thirty (30) days when demand is made for other moneys.

2. Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to the billing address on the final Purchase Order.

County reserves the right to withhold payment, or to reduce payment, to satisfy an unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if payment is held or reduced. In the event payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys owed, County reserves the right to terminate this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROJECT MANAGER

Responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY'S CONTRACT PROJECT MONITOR

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at

any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit E - Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Department Head or designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or designee.
- 8.1.3 The Department Head or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with

or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within fifteen (15) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury

Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1,

and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given

Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
Contracting Division/Contracts Section
1100 N Eastern Ave
Los Angeles, CA 90063

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect

to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **INSURANCE COVERAGE**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 **LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Department Head or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in

addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. Contractor shall be liable to the County for liquidated damages in the amounts specified in the Performance Requirements Summary (PRS). Said amount shall be deducted from the County's payment to the Contractor. The aggregate amount of liquidated damages under this Contract for any year shall not exceed the fees payable to the Contractor hereunder for such period; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving

ten (10) days' prior written notice thereof to the other party. The Department Head or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any

amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the

County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt

by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Angela Wu
1100 N Eastern Ave
Los Angeles, CA 90063
E-mail: awu@isd.lacounty.gov
Fax: (323) 415-8664

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than fifteen (15) working days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in

writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or

extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this

Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.4 INTENTIONALLY OMITTED

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: XEROX CORPORATION

By Devin Larson
Name

Devin Larson
Title Controller

COUNTY OF LOS ANGELES

By Frank Ruller-Thoma
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitherman
Deputy
JAN 15 2013

APPROVED AS TO FORM:

John Krattli
County Counsel

By [Signature]
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

JAN 15 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77909

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EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 BACKGROUND

County has the following objectives through print optimization and related support services:

- standardize the printing Equipment used across the County environment.
- rationalize the amount of printing Equipment in use by achieving industry recognized optimal user to print Equipment ratios.
- reduce cost of ownership and operation for the printing environment.
- reduce the environmental impact of printing through the use of newer “green” technology.
- implement a scalable printing Equipment solution that will meet the operational and technical printing requirements of County for the next five (5) years.

1.1 Current Print Management Support Services Model

County currently utilizes a distributed print management support services model. The basic tasks performed are listed in the following. Currently each department is responsible for meeting their print needs. In the future, that will also be the case, consistent with print optimization standards and approaches as defined in this RFP and SOW.

- provide printer support (e.g. paper jams, toner replacement, driver issues).
- provide internal coordination for print Device moves, adds, and changes.
- request IP address changes.
- train co-workers on resolving printer problems.
- request any print driver changes on the print server.
- train clients on printer functions and operation.
- escalate printer problems to vendors if unable to resolve internally.
- installation of printer maintenance kits.
- install networked or local printers.
- install and configure print management Software.

1.2 Current Equipment Inventory, Impression Volumes, and Computing Environment

The current Countywide Equipment inventory and computing environment is shown in the following tables in Attachment 1 - Current Equipment Inventory, Impression Volumes, and Computing Environment and is based on a distributed Print Environment assessment conducted in Quarter 2, 2011:

- Table 1 - Equipment Inventory by Device Category
- Table 2 – Equipment Capability provides further clarification on Equipment capabilities of Table 1 - Equipment Inventory by Device Category

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- Table 3 - Number of Units and Estimated Monthly Volume by Print Category/Source
- Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume
- Table 5 - Main Hardware and Software Applications that generate the majority of the print volume

Note: The difference in volume counts between Tables 3 and 4 is due to duplex Impressions versus physical paper usage.

2.0 SCOPE OF WORK

Contractor shall provide printing optimization and related support services including, but not limited to, providing all printing Equipment and Consumables, providing hardware maintenance and break-fix support, and managed print services. Specific tasks, deliverables, etc. will be determined during the Departmental Purchase Order Process.

3.0 DEFINITIONS

- 3.1 Availability:** Shall mean that a given Service Element, System, Network or other Service performs in accordance with this Contract, including applicable Performance Requirements and responds in a manner that is reasonably suitable for County's intended business purpose.
- 3.2 Callout Cost:** Hourly cost for the actual time to respond to an actual service call while in Standby mode.
- 3.3 Computing Environment:** Includes all computing hardware devices, network communications hardware devices, microcode, software, and peripheral devices such as printers, scanners, copiers, plotters, and facsimile devices.
- 3.4 Consumables:** Goods required for the ongoing operation and function of the supplied Print Environment, excluding paper products.
- 3.5 County Business Unit:** A logical element or segment of the County (such as Division, Section) representing a specific business function.
- 3.6 Critical Devices:** Devices in this class are used to support business functions that are critical and time sensitive and shall have support available 24 hours by 365 days per year.
- 3.7 Deliverables:** Hardware, Software, reports, studies, information and other tangible items of the Services to be provided by or for the Service Provider to LA County.
- 3.8 Department Project Monitor:** Department point of contact (individual or team) specified by the Department Project Manager upon mutual written agreement.
- 3.9 Department Solicitation:** Purchase Order Solicitations issued for the Departments.
- 3.10 Deployment Plan:** Written plan developed by County and Contractor for the orderly, effective and efficient deployment of the Services.

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- 3.11 Device:** An individual component of the Print Environment provided, or managed, as part of the Services.
- 3.12 Equipment:** Computer, telecommunications and related Equipment including mainframes, front-end processors, telecommunications switches, mid-range or mini computers, personal computers (PC's) and workstations, routers, modems, hubs and all similar Equipment, their associated peripherals (e.g., printers, plotters, routers, modems and hubs, etc.) and connecting Equipment.
- 3.13 Facility:** Property(ies) owned and/or operated by the County of Los Angeles.
- 3.14 Impressions:** A logical page or meter "click" as opposed to a character Impression or physical sheet of paper.
- 3.15 Incidents:** Problems, issues, failures, and requests.
- 3.16 Locations:** All County locations. Specified Locations to be identified at time of Departmental Purchase Order Solicitation in Schedule L – Locations (currently a sample).
- 3.17 Minimum Volumes:** Amount of impressions that County commits to pay for whether they use the Impressions or not.
- 3.18 Multi-Functional Device (MFD):** A laser printer, copier, fax and scanner in one physical unit.
- 3.19 Performance Requirements:** Performance Requirements as identified in Schedule P – Performance Requirements Summary (PRS).
- 3.20 Print Environment:** The output hardware Devices used by County including printers, copiers, multi-function Devices, facsimile machines, plotters, and scanners.
- 3.21 Reports:** Specified Reports to be identified at time of Departmental Purchase Order Solicitation in Schedule R - Reports (currently a sample).
- 3.22 Root Cause Analysis:** Analysis, verification and correct identification of any issue or problem concerning the Services, or otherwise in connection with the Agreement.
- 3.23 Scheduled Downtime:** Time which a device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades mutually agreed upon by County and the Contractor.
- 3.24 Service Hours:** The hours/days of work as defined in Sub-section 12.3 - Contractor's Hours/Days of Work.
- 3.25 Services:** all products, activities, and actions as described and identified in the Contract and all related Schedules, Exhibits and other attachments, collectively.
- 3.26 Severity:** Severity Levels as identified in Sub-section 6.4.1 - Hardware Break/Fix Support.
- 3.27 Software:** System Software and applications Software used to perform the Services, or used by County in their regular business activities.
- 3.28 Standby:** Securing access to service outside of Service Hours.

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- 3.29 Standby Cost:** Hourly cost for Standby mode.
- 3.30 Standard Devices:** Devices in this class of service are used for non-critical business functions. These Devices are used during regular business hours but may also be used by Departments providing services on a 24 hours by 365 days basis and shall have support available 8 hours by 5 days by 52 weeks per year.
- 3.31 System:** Hardware and Software, appropriately integrated, interfaced and inter-operable, to work together efficiently and effectively.
- 3.32 Technology Roadmap:** The long range plan that identifies potential technologies, alternative delivery methods, and associated benefits, used for delivery of the Services.
- 3.33 Term:** The term of Contract as identified in Contract Paragraph 4.0 – Term of Contract.
- 3.34 Third Party:** Any Person other than County and Contractor.
- 3.35 Unscheduled Downtime:** Total amount of elapsed time that a device is not fully functioning or available not including the hours in any month during which a device is scheduled to be unavailable due to planned events such as preventive maintenance or upgrades.

4.0 DEPARTMENTAL PURCHASE ORDER PROCESS

ISD will release Departmental Purchase Order Solicitations as needs arise. Specific tasks, deliverables, etc. will be determined at the time a department requests Purchase Order bids. Contractor's proposed rates for Purchase Order bids shall not exceed the maximum rates identified in Schedule C – Pricing Schedule.

Purchase Orders will include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. There may be multiple service delivery solutions, interfaces to County systems, and deployment plans.

All Departmental Purchase Orders under this Contract will expire as set forth in Contract Paragraph 4.0 – Term of Contract.

Department Purchase Orders for new projects may not be awarded during the last year of the Contract Term at the County's sole discretion.

5.0 SYSTEM REQUIREMENTS

Contractor shall provide and is completely responsible for the print Devices throughout the lifetime of the Device.

5.1 Hardware Requirements

Contractor shall provide new equipment and all hardware must include or be capable of being upgraded to include all of the specifications listed in Schedule D1 – Mandatory Hardware/Software Requirements and Schedule D2 – Other Hardware/Software Requirements. The hardware is categorized into the following nine (9) categories and County will accept only one model per category:

1. B&W MFD Large

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2. Color MFD Large
3. B&W MFD Mid-Size
4. Color MFD Mid-Size
5. B&W MFD Small
6. Color MFD Small
7. B&W Printer Regular
8. Color Printer Large
9. Color Printer Regular

Attachment 1 - Current Equipment Inventory, Impression Volumes, and Computing Environment, Table 6 - Print Device Volumes provides an estimate of the required number of Devices by type and an estimate of the monthly Impression Volumes. The margin of error for total net new Devices of estimated volume is $\pm 15\%$. The deployment process along with identified business requirements will drive the final net new Equipment requirements in each category.

5.2 Software Requirements

Contractor shall provide the following Software for centrally managing printers, on the network. All Software must include or be capable of being upgraded to include all of the specifications listed in Schedule D1 – Mandatory Hardware/Software Requirements and Schedule D2 – Other Hardware/Software Requirements.

5.2.1 Fleet Management

- shall be used to manage and maintain the Print Environment to the required performance levels.
- shall be tested and certified by County and Contractor prior to its implementation in the County Print Environment.
- will be subsequently maintained and upgraded by the Contractor.

5.2.2 Queue Management

- shall enhance the Print Environment functionality
- shall provide functionality to add/delete/manage print queues and the jobs in them i.e. redirect print from one queue to another when a device is down or backlogged.

5.2.3 Workload Tracking and Reporting

- shall store the print job cost data to track and report workload.

5.3 Special Needs

Contractor is required to ensure physically challenged employees can take full advantage of Print Environment functionalities. Contractor's proposed Print Environment shall accommodate special needs such as wheelchair accessibility and visual impairments.

6.0 BASIC SERVICES

6.1 Print Architecture Support

To assist in positioning the Print Environment, Contractor shall:

- prepare and present technology strategies and implementation roadmap documents for all Print Environment components that outlines how the components could evolve over a 3 to 5 year horizon on an annual basis.
- align all presented strategies with industry norms and best practices.
- provide cost and timeline estimates for moving to new technologies as part of the strategies and Technology Roadmaps presented.
- assist County to develop the Print Environment technical architecture design and strategy.
- Implement approved opportunities.
- ensure that the technologies remain current and maintainable and that risk factors related to older technologies are minimized through lifecycle management. Any technology should be at a current generation or one generation prior level of currency unless; a) otherwise approved by County; or b) either County or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality. County will review and approve requests to move to newer technology or requests for waivers to remain on old technology.
- ensure that all hardware, Software, and firmware will not be allowed to go unsupported unless specifically agreed to by County.
- proactively research new Software technology and program products for applicability to the County Print Environment including new functionality that from time to time appears in in-scope products already in use at County. Present to County any such new functionality for the purpose of discussion on cost/benefit/risk and potential implementation at least annually. County will review and approve requests to introduce new functionality to County.
- perform assessments of Device models in use by County at least annually and make recommendations to County with respect to suggested or required changes.

6.2 Deployment

The initial deployment shall include the installation of Print Environment and Software, de-installation of existing County print hardware, and providing training to County personnel.

6.2.1 Deployment Requirements

- Deployment shall be completed within six (6) months of Purchase Order execution.
- Deployment shall be managed as a formal project using a proven project management methodology.

- Deployment shall be predicated on the County business requirements and must not interfere with normal business operations.
- Contractor shall provide dedicated project resources to oversee the project and perform the deployment activities.

6.2.2 Deployment Plan

Contractor shall develop Deployment Plan and reflect deployment on a Department basis including, but is not limited to, the following:

- Project Management – includes detailed project planning and tracking, status reporting, issue management, resource management, post-deployment review,
- Requirements Analysis – includes detailed planning by Location and floor, business requirements determination, business cycle integration with deployment activities.
- Management of Change – includes communication process development and planning, training curriculum development and delivery, customer satisfaction follow-up.
- Pre-Installation Preparation – includes Device certification, application compatibility testing, Equipment ordering and delivery coordination, network preparation, monitoring and management Software installation and testing.
- Equipment Installation – Device installation, basic functional testing, final key application testing, final local contact training, Equipment removal and disposal.

6.3 Device Installations, Moves, Adds and Changes (IMACS)

Contractor shall perform operational Install, Move, Add, and Change Services (IMACs) to maintain the Print Environment.

- Upon County's initiation of service request, Contractor shall acknowledge receipt of IMAC request, provide response target, and move the equipment deployed within ten (10) Business Days notice.
- Contractor initiated IMAC requests require County approval. Contractor shall provide target to perform when initiating service request and move the equipment deployed within ten (10) Business Days notice upon County's approval of request.
- For each IMAC request, Contractor shall prepare detailed proposal including whether request is in scope or chargeable, implementation plan, impact analysis, resourcing, testing and scheduling. County will approve plan or initiate dialogue to address any required changes. Same floor moves will not be charged.
- If Contractor is unable to complete a move request within ten (10) Business Days and County uses a Third Party equipment mover, the Contractor will issue credit to County for the cost of the Third Party

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equipment mover. County will only pay for Third Party transportation costs for equipment moves to a different Location. Contractor shall identify any specific shipping requirements and/or packaging for transportation of equipment for third parties transporting equipment in order to maintain the warranty. County reserves the right to use Third Party equipment movers other than those provided by the Contractor.

- Contractor shall implement change according to County approved schedule including performing any necessary data backups, configuration changes, performance, or functional testing and coordinate change with County Business Unit as required
- Contractor shall update all required documentation and operational references including Device configuration documentation, asset management system, operational procedures, and license inventories
- Contractor shall ensure any decommissioned assets are re-imaged to remove all data and that any assets to be disposed are done so according to County standards

6.4 Hardware Services

Contractor shall perform Hardware Services such as provisioning, delivery, installation, onsite maintenance and break-fix service, and the ordering and distribution of all necessary Consumables including, but not limited to, maintenance kits, for print Equipment.

6.4.1 Hardware Break/Fix Support

Contractor shall provide all technical support required to effectively receive and resolve Incidents and analyze and determine root cause.

6.4.1.1 Severity Levels

Incidents will be classified into the following three (3) Severity Levels:

1. Severity Level 1

Hours of Support: 24x7 until workaround or service restoration is achieved.

The Incident causes loss of service to a business critical operation or workgroup. Productivity loss of affected parties is extreme or absolute. Business processes or system functionality are critically affected. A system work-around or repair is required immediately (and the work-around may not already be known or established). A Severity 1 Incident must meet one of the following criteria:

- is felt company-wide;
- completely compromises the ability of a business unit to conduct its day-to-day business;

- impacts any established service agreements; and
- may be highly visible to County's external customers.

2. Severity Level 2

Hours of Support:

- Standard Device: 8 hours by 5 days by 52 weeks per year
- Critical Device: 24 hours by 365 days per year

The Incident causes a severe degradation of service to a business critical operation or workgroup. Productivity loss of affected parties is significant. Business processes or system functionality are seriously affected. An immediate assessment of the Incident by the resolving team is required and if the Incident presents real or potential risks to external facing services a system work-around or repair is required immediately. If the Incident does not present real or potential risks to external facing services, a system work-around or repair is required within the recovery target. A Severity 2 Incident must meet one of the following criteria:

- has potential high business impact, but due to the time of day or holiday, there is no business impact ;
- seriously compromises the ability of a Business Unit to conduct its day to day business;
- threatens to impact any established service agreements; and
- may be moderately visible to County's external customers.

3. Severity Level 3

Hours of Support: 24x7 until workaround or service restoration is achieved.

The issue causes a loss of a function or resource that does not seriously affect County's operations or schedules. Productivity loss of affected parties is minor. Business processes and system functionality are moderately affected. Situation may be temporarily circumvented with an established work-around, or affected parties are able to perform other key work

tasks. A Severity 3 Incident must meet all three of the following criteria:

- slightly compromises the ability of a Business Unit to conduct its day to day business;
- does not have the potential to impact established service agreements; and
- is not visible to County's external customers.

6.4.1.2 Service Request Response

Contractor shall receive all calls and Incident tickets from the Department Project Monitor and respond. Contractor shall engage the appropriate support staff to perform necessary communications and updates to the Incident and capture the time work on the Incident was started as well as action taken. The Incident response target shall adhere to the following:

Severity	Response Time	Target
Level 1	45 minutes	95%
	No more than 60 minutes	100%
Level 2	4 business hours	95%
	No more than 6 business hours	100%
Level 3	8 business hours	95%
	No more than 10 business hours	100%

6.4.1.3 Service Request Resolution

Contractor shall troubleshoot and resolve Incidents reported through the Department Project Monitor. Service Levels are measured in terms of overall time to repair as tracked by the Contractor. Time starts accumulating from the point at which an Incident is identified by the earliest of: an Incident reported to the Department Project Monitor; reported by the Contractor; or detected by automated monitoring processes, and is considered open until the same Incident record is closed by the technician or the Department Project Monitor, with the originating user's approval that the Incident has been resolved. The Incident resolution time for each service ticket shall adhere to the following target:

Severity	Response Time	Target
Level 1	2 hours	95%
	No more than 3 hours	100%
Level 2	8 business hours	95%
	No more than 12 business hours	100%
Level 3	2 business days	90%
	No more than 3 business days	100%

6.4.1.4 Problem Management

- proactively perform problem diagnosis.
- proactively provide status on open problems.

- work with other Contractors, upon County approval, and as necessary County to perform root cause analysis and provide reports as required by County. County will approve or escalate root cause analysis recommendations. Contractor shall implement approved root cause analysis recommendations as requested or assigned for respective areas of service responsibility.
- propose and implement approved recommendations to improve the Print Environment.
- proactively perform problem trend analysis and provide reports as required by County.

6.4.2 Hardware Lifecycle Management

To ensure the Print Environment and technology remains current, cost effective, secure, and stable, Contractor shall:

- perform initial sizing for new and/or augmented print Device requirements and make recommendations. County will review and approve recommended hardware recommendations for new print Device requirements acceptable to County.
- order hardware based on County approved requirements and in alignment with the County approved technical architecture standards.
- receive hardware and track all components by creating and updating asset records in an asset management system.
- configure components according to pre-defined hardware and Software documented standards. County will perform a status check of the configuration checklist against the physical configuration to ensure all components have been installed to County standards.
- validate the installation of new hardware by conducting certification of network connectivity, performance, and functional testing.
- maintain any required documentation to ensure ongoing hardware support including hardware configuration information.
- review the County proposed schedule and develop implementation plans.
- maintain an active, capital management plan for hardware refresh based on the asset lifecycle. If, due to technology changes, the model to be replaced is no longer strategic, cost effective or available, provide details on the recommended replacement model. County will review the list of Equipment to be refreshed and coordinate with County Business Units to determine an implementation schedule.

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- schedule the installation of approved hardware refreshes.
- implement hardware refreshes.
- provide continuous, automated hardware monitoring of the Print Environment and proactively replace/repair components, coordinating with County if any service outage is required.
- manage an appropriate level of onsite and offsite parts inventory in order to meet contracted availability and reliability targets.
- be responsible for removal and disposal of all Print Device assets, including hardware and Software, which are decommissioned or removed and not reused. In addition, be responsible for the management of appropriate Third Parties with respect to disposal and disposal procedures and coordinate with County. Such disposal shall be done at times and in a manner so as not to inconvenience the business operations of County.
- Storage media must be overwritten with County approved process or destroyed prior to disposal or transfer.
- with respect to County owned assets that are decommissioned or removed and not reused, Contractor shall relocate such assets to a secure area as designated by County and thereafter either store at a County provided facility or dispose of in appropriate manner, as per County's direction.

6.5 Software Services

Contractor shall provide software services including the provisioning, installation, and any ongoing upgrades or maintenance support fees for the Contractor's Print Environment operation and monitoring Software that can be used to monitor and manage the Print Environment. The Print Environment operation and monitoring Software may be used by the Contractor, County personnel, or a Third Party to operate, manage, or measure the Print Environment.

To ensure the Print Environment and technology remains current, stable, and cost effective, Contractor shall.

- develop and review a detailed Software maintenance plan (e.g. list of recommended patches, firmware, microcode) to apply twice annually for all supported print Devices, fleet management Software, queue management Software, and workload tracking and reporting Software. County will approve the Software maintenance plan and coordinate with County Business Units to determine an implementation schedule.
- schedule the installation of approved Software maintenance.
- implement the Software maintenance plan.
- maintain standard Software configuration documentation and identify any changes required for signoff. County will review and approve Software configuration changes proposed by the Contractor.
- provide and maintain documentation for all supported Software.

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- maintain Software asset management, Software maintenance contracts, cost templates and any other required documentation to reflect changes to the environment as required.
- provide ad hoc technical support to County technical support teams, to provide in depth technical knowledge of the Software.
- cooperate with Third Party Software Manufacturers as necessary upon County approval, and/or as required by County, to properly support Third Party Software.
- troubleshoot, correct, or prevent Software problems.
- Maintain Software at a current generation or one generation prior level of currency unless; a) otherwise approved by County; or b) either County or the Contractor identifies that a lower level of currency is required in order not to impede or prevent County application functionality.

6.6 Device Availability

Contractor shall measure individual Device Availability for all in-scope Devices.

The amount of Unscheduled Downtime will be measured daily on a per device basis. Unscheduled Downtime begins to accumulate at the point that any Contractor monitoring tool, Contractor Personnel, or process detects, becomes aware of, or is informed that the device is not functioning correctly or not available and ceases to accumulate once the device has been restored to operational use by the Contractor. In the event that the Contractor's monitoring software tools, Contractor Personnel, or processes fail to detect the device is not functioning correctly or not available, Unscheduled Downtime will begin to accumulate at the time of service failure. Data will be accumulated monthly for performance measurement reporting on a per device basis. Device Availability shall adhere to the following target:

Device Tier	Target
Standard Devices	98% (i.e. - 4 hours per month of unplanned outage per individual device)
Critical Devices	98.5% (i.e. - 1 hour per month of unplanned outage per individual device)

If Device Availability does not meet the target, the Device is to be replaced at the same rate and with the same end of term date as the device removed.

Failure to meet the Device Availability targets in any three (3) of twelve (12) consecutive months may, at County's sole discretion be deemed a breach of Contract.

6.7 Device Reliability

Contractor shall measure individual Device Reliability monthly. Device reliability will be based on the number of service calls and periods of Unavailability per Device during a month; and the number of service calls and periods of unavailability per device over the preceding twelve (12) months. Device Reliability shall adhere to the following target:

Periods	Target
Monthly per Device	Maximum three (3) service calls and periods of unavailability.
Rolling Twelve Months per Device	Maximum eight (8) service calls and periods of unavailability.

If Device Reliability does not meet the target, the Device is to be replaced at the same rate and with the same end of term date as the device removed.

6.8 Print Consumption Management

To track print consumption to allow both aggregate and detailed views, including at the Department or Business Unit level, and to support any monthly invoicing requirements, Contractor shall:

- provide, install, configure, and support the Software necessary to capture and report on the desired print volume Impression consumption data.
- maintain a repository of print volume Impression consumption data.
- prepare monthly reports showing the print volume Impression consumption at the agreed upon level of detail.
- monitor the consumption of color print volume Impressions to ensure that the percentage of color Impressions is at or below the agreed upon target range.
- prepare a quarterly report showing the color print volume Impression consumption trend.
- develop and present recommendations to contain or reduce color print volume Impression consumption quarterly. County will review and approve recommendations to contain or reduce color print volume Impression consumption.

6.9 Consumables Management

Contractor shall procure, supply, and distribute Consumables for the Print Environment.

6.9.1 Consumables Procurement

All cartridges should be purchased from a Standardized Test Methods Committee (STMC) certified manufacturer.

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Device Type	Toner	
	Black & White	Color
Black & White	Type: Remanufactured Provided by: Contractor Option: County may chose to provide its own remanufactured B&W toner.	
Color	Type: OEM Provided by: Contractor Option: County may chose to provide its own OEM B&W toner.	Type: OEM Provided by: Contractor Option: County may chose to provide its own OEM Color toner.

6.9.2 Consumables Inventory & Supply

- County will provide limited storage space for on-site Consumables in key Locations. The on-site inventory will remain the property and responsibility of the Contractor.
- Contractor shall manage the on-site inventory of Consumables to ensure that one (1) week's worth of inventory will be stored on-site at all times so there are no disruptions to County Business operations.
- Contractor shall monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) days of running out.
- Contractor shall manage and maintain an appropriate level of off-site inventory of Consumables in order to satisfy the expected Consumable demand.
- Contractor shall coordinate orders and deliveries for Consumables across all Locations through designated County personnel (e.g. e-mail or fax confirmation of who placed the order, what was ordered, and the quantity)
- Contractor shall distribute the Consumables to Locations as required to maintain the inventories and satisfy Consumables orders.

6.9.3 Consumables Disposal

- Contractor shall collect and remove used Consumable containers for recycling or disposal in an environmentally responsible manner and to meet all or exceed local environmental regulations at no additional cost to County.
- County reserves the right to provide used printer cartridges to support qualified charitable organizations within the County.

- Contractor shall document the disposal process and provide the documentation to County.

6.10 Reporting

To provide County with a variety of Reports for the Services, Contractor shall:

- collect and store any required log or utilization data necessary to produce the Reports for the required frequencies and timeframes.
- prepare a variety of Reports in the format prescribed in Schedule R – Reports and distribute the Reports to County as required to be available prior to any review meetings.
- review the Reports as required with County.
- ensure the appropriate Contractor staff is available at meetings to address any questions related to the Reports.

6.11 User Satisfaction

Contractor shall measure user satisfaction of all County personnel covered by this Contract.

- User satisfaction survey shall address the following but is not limited to overall user satisfaction; equipment and onscreen controls; repair service; training and online help; and supplies provisioning.
- Contractor shall prepare a user satisfaction survey and obtain County approval before issuing. Survey will be issued electronically.
- User satisfaction survey shall be issued once before deployment to establish the baseline and annually thereafter to confirm the Contractor improves user satisfaction.
- Contractor will compile and present results to the County. The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the County contact immediately upon reporting of the survey results, and must be raised by the following survey.

6.12 Training

To provide training to County personal at no additional cost to County, Contractor shall:

- develop and maintain a training curriculum and training materials on the use and operation of the Print Environment and all Software. The training will be structured to address the needs of County and may consist of:
 - technical training for IT users;
 - basic end user training for all users; and
 - advanced end user training for lead users.

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- upon County's review and approval, provide a current copy of the approved training material to County and deliver the approved training curriculum to County personnel per agreed to schedule.
- develop any necessary remedial training based on gaps in training identified by County from monitoring and analyzing Incidents. Upon County's review and approval, Contractor shall provide a revised copy of the approved training material to County and deliver the revised training curriculum to County personnel per agreed to schedule.

6.13 Technical Consultation Services

Contractor shall provide technical expertise to consult with County personnel during the development, roll out, certification, and ongoing operation of the County applications (e.g. print driver compatibility, Equipment features) and to resolve Incidents and problems related to the Print Environment, including complex problems related to applications printing.

6.14 Security and Privacy Compliance

Data security is crucial to County and all solutions must be fully secure at the time of installation. No Device can be placed into production without the required features active to reduce risks.

The Print Environment must satisfy the following security and privacy requirements with the ability to:

6.14.1 Protection

1. automatically overwrite or remove (i.e., erase, clean, or wipe) immediately temporary data stored on the Device hard drive (e.g., solid state and flash memory) using the federal government Department of Defense certified standard # 5220.22-M;
2. encrypt data using the minimum of AES (Advanced Encryption Standard) –128 bit;
3. encrypt data on the hard drive, solid state, or flash memory that is not temporarily stored in accordance with the federal government Department of Defense certified standard # 5220.22-M;
4. remove and replace the hard drive upon decommissioning a Device, and/or destroy the stored data based on the federal government Department of Defense certified standard # 5220.22-M;

6.14.2 Authentication

1. have password protection for all features of the Device, as applicable;
2. authenticate user access to configure and administer the Device;
3. authenticate using network credentials (e.g., Active Directory or LDAP);

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4. use network access control and authentication for scanning and storing documents from the Device;
5. provide access detection and protection from unauthorized external sources;

6.14.3 Audit

1. record Device activities with all entries identified with a timestamp (i.e., date and time) using local time;
2. provide and configure specific users access rights to these audit logs;
3. record and categorize log information for numerous Device activities (e.g., access, print, and configuration);
4. configure and allocate Device storage for the storing of audit logs;

6.14.4 Maintenance

1. remote patch capability to install Software updates only by authorized user;
2. physically secured maintenance and access panels;

6.14.5 Configuration

1. have user controlled protection and security for printing confidential documents;
2. reset configuration at the minimum to the factory defaults;
3. disable standard Device settings;
4. disable unused network ports, protocols, and services (e.g., DHCP, SMTP, and BOOTP);
5. use secure network transmission protocols for remote configuration (e.g., SSL, TLS, HTTPS, SFTP, FTPS, SSH).

7.0 BASIC PLUS SERVICES

Departments may also require Contractor to provide additional optional services which will be specified during the Departmental Purchase Order Process. The Services include, but is not limited to the following:

7.1 Additional Print Architecture Support

To assist in positioning the Print Environment, Contractor shall:

- maintain the Print Environment technical architecture.
- maintain technical architecture standards for the Print Environment including the hardware, Software, utilities, tools and identify opportunities to add functionality, reduce cost or improve the environment as technology changes. County will review and approve the implementation of recommended opportunities or state alternatives and all changes to standards.

7.2 Additional Hardware Lifecycle Management

To ensure the Print Environment and technology remains current, cost effective, secure, and stable, Contractor shall:

- maintain leased Equipment so as to meet the return requirements of the lessor of such Equipment provided that the Contractor shall maintain such Equipment in at least as good condition as such Equipment was in when received.
- with respect to County leased Equipment coming off lease, returning such leased Equipment to the appropriate lessors in accordance with lessor guidelines.

7.3 Requirements Analysis

To study and provide proposal of new Print Environment for County identified business areas, Contractor shall:

- capture and document the existing print infrastructure.
- meet with County personnel and document end user needs and critical business applications. Note the impact on print requirements.
- review the information collected, and with the guidance of the County's print strategy provide a proposal for the new environment.
- present and obtain support from the key contacts as to the design of the new environment and the implementation plan.
- document all facility changes that are required to support the implementation of the new environment.

7.4 Additional Consumables Management

To procure, supply, and distribute Consumables for the Print Environment, Contractor shall:

- install Consumables in all Print Devices as required to maintain usability of the Device.
- monitor the Print Environment for 'Consumables low' alerts using monitoring Software and proactively address any alerts by ensuring replacement Consumables are available at the Print Device within two (2) hours of running out.

7.5 Performance Monitoring

To maintain optimal performance, reliability, and availability of the Print Environment, Contractor shall:

- document and maintain automated alerting thresholds for all monitored components to identify issues or problem situations.
- notify the Department Project Monitor when alerts are triggered.
- maintain a repository of performance related data and related query and reporting tools.

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- design and manage the monitoring infrastructure to maximize continuous availability and recoverability.
- create and maintain performance monitoring standards document and ensure all exceptions to standards are documented and approved.
- proactively review performance reports and provide a monthly summary, including analysis of the results and any improvement recommendations, to County. County will review and approve any changes to standards and any exceptions.
- meet with County to review the performance report results at least quarterly. County will review the performance summary and recommendations and approve any identified actions.

7.6 Capacity Monitoring

To support the continued delivery of an optimal Print Environment, Contractor shall:

- proactively review capacity reports and provide summary including analysis of the results, documented historical and projected usage and recommendations to address potential capacity issues. County provides forecast of resource requirement changes based on business growth to vendor to be used as input to regular capacity planning exercise. County reviews summary and recommendations and approve any identified actions.
- schedule and implement actions to avoid potential future capacity issues upon approval.
- create and maintain capacity monitoring standards document and ensure all exceptions to standards are documented and approved. County reviews action plans and recommendations and approve any identified actions or proposals to standard changes.
- maintain repository of capacity related data and related query and reporting tools. County reviews reports and meet with application areas on a regular basis to ensure feedback and concerns flow though to the Contractor.
- proactively identify opportunities for Device consolidation to increase cost effectiveness and improve overall utilization of the environment. County reviews Device consolidation or virtualization recommendations and approves any identified actions.
- schedule and implement Device consolidation or virtualization recommendations upon approval.

8.0 PRINT ENVIRONMENT FLEXIBILITY

The Print Environment at County will not remain static for the Term of Contract. Growth, changing business requirements, and/or new technology will drive potential changes or resizing of the deployed Print Environment.

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- Schedule C - Pricing Schedule will be used to gather new pricing from Contractor once the Contract is in place and new Equipment is available or required. Over the entire Term of Contract, County expects, at a minimum, the same pricing discount to be applied to the then current MSRP.
- All new models of Devices over the Term of Contract will be subject to County's testing and certification processes before being approved for implementation into County's production environment.
- At County's option, all additional new Equipment will be co-terminus with the existing Term.
- County's changing business requirements may also enable a reduction in the required number of Devices. County may reduce the deployed print Equipment by up to 5%.

9.0 OUTGOING TRANSITION

Contractor shall develop and provide an outgoing transition plan to ensure a smooth transition from Contractor's Print Environment to the new Print Environment of County or County's selected Contractor upon expiration or termination of the Contract.

Upon County's approval, Contractor shall execute the outgoing transition plan within sixty (60) Days, or such time as is necessary, at County's discretion, whichever is longer, prior to the expiration or termination of this Contract.

10.0 SURPLUS EQUIPMENT

Contractor is responsible for the pickup, removal, and disposal of a significant amount of Equipment which will be retired and deemed surplus as a result of the Deployment from multiple Locations at rates identified in Schedule C – Pricing Schedule, Trade-in Credit/Disposal Charge. The disposal process must meet or exceed environmental laws and regulations in each jurisdiction and also meet County requirements and standards for the removal of data where the Equipment contains physical disk drives or electronic memory.

11.0 PRICING

Contractor's proposed rates specified in Schedule C – Pricing Schedule are maximum rates for the Term of Contract. County shall conduct Departmental Purchase Order Solicitations and Contractor's proposed rates for Purchase Order bids shall not exceed this maximum rate. County shall not be invoiced until completion of Deployment. All impressions made prior to completion of Deployment will be based on the Overage Cost per Copy pricing.

11.1 Cost per Copy (CPC) Pricing

Contractor will provide print optimization and related support services at a Cost per Copy price. Print optimization and related support services will include the following:

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1. Basic Services

The capital, services, and all consumables (except paper), required for the operation and maintenance of the equipment over the entire term of Contract based on the following:

- a. B&W CPC: based on 5% coverage.
- b. Color CPC: based on color impression cost of 5% coverage per color by 4 colors. Overage CPC is applied for B&W Impressions.

Any and all other service and consumable costs incurred will be the sole responsibility of the Contractor. Service costs, regardless of cause, are the sole responsibility of the Contractor.

2. Basic Plus Services

Additional optional capital and services requested by Departments for the operation and maintenance of the equipment over the entire term of Contract.

11.2 Service Hours

The selected print optimization and related support services will be provided at 2 Service Hours:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Enhanced Service Hours: 7 days a week, 24 hours a day

11.3 Minimum Volume

Minimum Volumes per Device will be assigned by County and may be modified through an annual reconciliation process to accommodate changing business requirements upon mutual written agreement.

Volumes will be pooled on a per category basis, averaged over the month, and normalized over a twelve (12) month period to mitigate short fall situations. Minimum volumes per device have been provided in Schedule C – Pricing Schedule.

Contractor invoicing will be based on the following to achieve a total category minimum in order to mitigate any shortfalls on any individual Devices:

Number of Devices per category x the Minimum Volume

11.4 Overage Cost per Copy Pricing

Once the Minimum Volume has been exceeded on a cumulative basis in each category of Equipment for the month, an Overage CPC will be applied to the additional volume. The overage rate will be inclusive of Service and Consumables only. No capital or other charges will apply.

Overage CPC will also be applied to all impressions made prior to completion of Deployment.

11.5 Moves, Adds, Changes Pricing

Moves, Adds, Changes will be performed in accordance to Sub-section 6.3 - Device Installations, Moves, Adds and Changes (IMACS) and priced as the following:

1. Floor to Floor within a Location: Flat Rate
2. Location to Location: Variable Rate

11.6 Trade-In Credit/Disposal Charge Pricing

Contractor may present compensation or charge for Devices to be disposed of during the disposal process as identified in Section 9.0 – Surplus Equipment. Detailed and accurate trade inventory information will be provided at the Departmental Solicitation Process.

12.0 CONTRACTOR RESPONSIBILITIES**12.1 Contractor's Office**

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor commits to servicing all County locations.

12.2 Contractor's Personnel

Contractor shall provide staffing as set forth in Paragraph 7.0 – Administration of Contract - Contractor, of the Contract

12.3 Contractor's Hours/Days of Work

Each Facility's Service Hours will be identified at the Department Solicitation level with the following hours/days of work:

1. Standard Service Hours: Monday – Friday, 8:00 AM - 5:00 PM
2. Enhanced Service Hours: 7 days a week, 24 hours a day

13.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy, including seasonal thermostat settings. County is committed to purchasing Goods which are less harmful to the environment. Contractor shall notify County's Project Manager of the Contractor's new green initiatives implemented during the term of Contract.

14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Schedule P – Performance Requirements Summary sets forth required services that will be monitored by County during the term of this Contract.

The services set forth in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in Contract and the SOW. In any case of apparent inconsistency between services as stated in Contract and the SOW and this PRS, the meaning apparent in Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Contract Sub-paragraph 5.7, Refunds and Other Payments.
3. Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice(s).

This section does not preclude County's right to terminate Contract, in accordance with Contract, Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.42 - Termination for Convenience and Sub-paragraph 8.43 - Termination for Default.

CURRENT EQUIPMENT INVENTORY, IMPRESSION VOLUMES, AND COMPUTING ENVIRONMENT

Table 1 - Equipment Inventory by Device Category

Equipment Category	Speed PPM	Quantity	Number of Manufacturers
Analog copiers		10	
Digital copiers	<29	125	
Mid-size digital copier	30-49	627	
Production copiers	>50	907	
High volume copiers	>66	568	7
Color copiers		261	3
Production laser printers	>40	6,780	
Mid-size laser printers	30-39	6,175	
Desktop laser printers	<29	13,690	4
Color laser printers		4,358	
Color inkjet printers		2,154	5
Fax machines		5,997	6
Dot matrix printers		21	1
Specialty printers		0	
Scanners		1,596	5
Plotters		157	2
Total		43,426	33

Table 2 - Equipment Capability

Equipment Category	Quantity	Notes
MFD capable printers	7,259	Laser printers capable of print, copy and scan
LAN connected copiers	1,280	MFD copiers actually connected to the network
MFD used as fax	2,033	MFD devices used as fax machines

Table 3 - Number of Units and Estimated Monthly Volume by Print Category/Source

Print Category/Source	Description / Notes	Number of Units	Estimated Monthly Volume	Volume Unit
B & W Copiers / MFD	Digital and analog copiers	2,237	26,511,231	Impressions
Color Copiers / MFD	Digital and analog copiers	261	813,664	Impressions
Distributed B&W Printers	All B&W laser printers	26,645	26,031,402	Impressions
Distributed Color Printers	34 lasers + 9 inkjets	6,512	3,481,113	Impressions
Fax Machines	Estimated volume	5,997	2,998,626	Impressions
Dot Matrix Printers	Estimated volume	21	10,486	Impressions
Scanners	Volumes not recorded	1,596	-	Impressions
Plotters	Volumes recorded in Sq. Ft.	157	211,298 sq.ft.	Square Feet
Totals		43,426	59,846,522	Impressions
			211,298	Square Feet

CURRENT EQUIPMENT INVENTORY, IMPRESSION VOLUMES, AND COMPUTING ENVIRONMENT

Table 4 - Paper Count by Size and Type and Approximate Percentage of Total Print Volume

Size	Type	Monthly Volume	% of Total Volume
8.5 x 11	Plain White	57,392,875	97.10%
8.5 x 14	Plain White	1,028,517	1.70%
11 x 17	Plain White	131,125	0.20%
Various	Color / Specialty	538,417	1%

Total	59,090,934
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Table 5 - Main Hardware and Software Applications

Source	Comments / Notes
IBM Mainframe	
AS400	
NT Servers	
PC OS	Windows XP, Windows 2003, Windows 7, Vista, Linux
Office Software	Office 2000, XP, 2003, 2007, 2010; WordPerfect Office
Apple MAC	Only a few units
Network OS	Windows 2000, 2003 and 2008 R2
Unix	
Auto Cad – Micro Station	
Citrix	
Fax Software (RightFax)	

Table 6 - Print Device Volumes

Category of Print	Redeployed Units	New Units	Total Units	Estimated Monthly Volume per Unit	Total Monthly Volume
Digital B&W Multi-function large units	400	2,725	3,125	8,200	25,625,000
Digital B&W Multi-function mid-size units	300	3,250	3,550	3,750	13,312,500
Digital B&W Multi-function small units	36	3,514	3,550	916	3,251,800
Distributed B&W laser printers *	1,000	3,450	4,450	3,000	13,350,000
Distributed Color laser printers	500	3,475	3,975	1,081	4,296,975
Dot Matrix and Specialty printers	21	0	21	500	10,499
Plotters	157	0	157	n/a	
Total	2,414	16,414	18,828		59,846,774

*for private and confidential printing

PRICING SCHEDULE
Xerox Corporation

Revision Date: <u>February 1, 2013</u>	1	2	3	4	5	6	7	8	9
	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
	Minimum Monthly Volume per Device	4,920	1,200	2,250	750	550	550	1,800	1,200

Basic Services - Cost per Copy

Standard Service Hours (Monday-Friday, 8:00 AM-5:00 PM)

B&W Devices (based on 5% coverage)

Standard	B&W (Remanufactured) Toner Provider	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.0284	\$0.0270	\$0.0275	\$0.0241
Option	Overage Charge (B&W Impression)	\$0.0075	\$0.0075	\$0.0246	\$0.0190
	B&W (Remanufactured) Toner Provider	County	County	County	County
	Minimum Impression Rate	\$0.0284	\$0.0270	\$0.0275	\$0.0241
	Overage Charge (B&W Impression)	\$0.0075	\$0.0075	\$0.0246	\$0.0190

Color Devices (based on impression cost of 5% coverage per by 4s; overage CPC is applied for B&W impressions)

Standard	B&W (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Color (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.0690	\$0.0690	\$0.0790	\$0.0677	\$0.0612
	Overage Charge (Color Impression)	\$0.0488	\$0.0488	\$0.0695	\$0.0510	\$0.0488
Option	Overage Charge (B&W Impression)	\$0.0079	\$0.0079	\$0.0149	\$0.0226	\$0.0199
	B&W (OEM) Toner Provider	County	County	County	County	County
	Color (OEM) Toner Provider	County	County	County	County	County
	Minimum Impression Rate	\$0.0690	\$0.0690	\$0.0790	\$0.0677	\$0.0612
	Overage Charge (Color Impression)	\$0.0488	\$0.0488	\$0.0695	\$0.0510	\$0.0488
	Overage Charge (B&W Impression)	\$0.0079	\$0.0079	\$0.0149	\$0.0226	\$0.0199

PRICING SCHEDULE
Xerox Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Enhanced Service Hours (7 days a week, 24 hours a day)

B&W Devices (based on 5% coverage)

Standard	B&W (Remanufactured) Toner Provider	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.0438	\$0.0424	\$0.0429	\$ 0.0395
Option	Overage Charge (B&W Impression)	\$0.0075	\$0.0075	\$0.0246	\$ 0.0190
	B&W (Remanufactured) Toner Provider	County	County	County	County
	Minimum Impression Rate	\$0.0438	\$0.0424	\$0.0429	\$ 0.0395
	Overage Charge (B&W Impression)	\$0.0075	\$0.0075	\$0.0246	\$ 0.0190

Color Devices (based on impression cost of 5% coverage per by 4s; overage CPC is applied for B&W impressions)

Standard	B&W (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Color (OEM) Toner Provider	Contractor	Contractor	Contractor	Contractor	Contractor
	Minimum Impression Rate	\$0.0844	\$0.0844	\$0.0944	\$0.0831	\$0.0766
	Overage Charge (Color Impression)	\$0.0488	\$0.0488	\$0.0695	\$0.0510	\$0.0488
Option	Overage Charge (B&W Impression)	\$0.0079	\$0.0079	\$0.0149	\$0.0226	\$0.0199
	B&W (OEM) Toner Provider	County	County	County	County	County
	Color (OEM) Toner Provider	County	County	County	County	County
	Minimum Impression Rate	\$0.0844	\$0.0844	\$0.0944	\$0.0831	\$0.0766
	Overage Charge (Color Impression)	\$0.0488	\$0.0488	\$0.0695	\$0.0510	\$0.0488
	Overage Charge (B&W Impression)	\$0.0079	\$0.0079	\$0.0149	\$0.0226	\$0.0199

PRICING SCHEDULE
Xerox Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Basic Plus Services - Cost per Copy (In Addition to Basic Services)

Standard Service Hours (Monday-Friday, 8:00 AM-5:00 PM)

Minimum Impressions Charge	all inclusive							
Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Overage Charge	all inclusive							
Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Enhanced Service Hours (7 days a week, 24 hours a day)

Minimum Impressions Charge	all inclusive							
Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038	\$0.0038
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

Overage Charge	all inclusive							
Additional Print Architecture Support								
Additional Hardware Lifecycle Management								
Requirements Analysis	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Additional Consumables Management								
Performance Monitoring								
Capacity Monitoring								

PRICING SCHEDULE
Xerox Corporation

Revision Date: February 1, 2013

1	2	3	4	5	6	7	8	9
B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular

Others - One Time Fees

Moves, Adds, Changes Costs

Floor to Floor within a Location (Flat Rate per Device)	\$375.0000	\$375.0000	\$375.0000	\$375.0000	\$97.0000	\$97.0000	\$97.0000	\$97.0000	\$97.0000
Location to Location (Flat Rate per Device)	\$425.0000	\$425.0000	\$425.0000	\$425.0000	\$275.0000	\$275.0000	\$275.0000	\$275.0000	\$275.0000
Location to Location (Rate per Mile)	\$0.4300	\$0.4300	\$0.4300	\$0.4300	\$0.4300	\$0.4300	\$0.4300	\$0.4300	\$0.4300

Labor Cost - Non-Business Hours (Hour)

	Hourly Rate	Minimum Hours
Standby Cost	N/A	
Callout Cost	\$130.0000	2.00

Disposal Charge (Unit)

Distributed B&W laser printers	\$35.0000
Distributed Color laser printers	\$35.0000
Color copiers	\$35.0000
B&W copiers	\$35.0000
Fax machines	\$35.0000
Scanners	\$35.0000

MANDATORY HARDWARE/SOFTWARE REQUIREMENTSRevision Date: June 26, 2012

	1	2	3	4	5	6	7	8	9
Mandatory Requirements (Mandatory: M)	B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
OPERATING ENVIRONMENT	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
OPERATING SYSTEMS:									
Windows 2003, Windows XP, Windows Vista, Windows 7, Windows 2008 Print Server, Windows 2000	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PRINT DRIVERS:									
Universal driver supporting 32, and 64 bit versions of Windows	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PCL5, PCL6, and PostScript III	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Support 'UPC A' Barcode	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Fully supported Oracle on Linux printing	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
PROTOCOLS:									
TCP/IP, NTP, SNMP, SMTP, SSL, IPDS	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Unicode Compliant	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER OPERATING REQUIREMENTS:									
Internal Network Card (10/100)	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Supports Active Directory binding for name lookups, LDAP	M ✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
USB Port Capability	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
CONFIGURATION / FUNCTION	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
GENERAL:									
Floor unit	M ✓	✓	✓	✓	N/A	N/A	N/A	✓	N/A
Ability to perform all required functions within the operating system/firmware, without relying on a logically separated computer (whether standalone or physically incorporated into the unit) that requires separate management, monitoring, security hardening and patching.	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
ENVIRONMENTAL REQUIREMENTS:									
Energy Star Compliance	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Ecologo or Equivalent Compliance	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Power: 110V, 60 Hz, ≤20A, with standard three prong plugs	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
TRAY CONFIGURATIONS:									
Base Number of input paper trays (Not including Manual Feed)	M 4	3	3	3	2	2	2	3	2
MEDIA REQUIREMENTS:									
Laser based technology	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 8.5" x 11"	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 8.5" x 14"	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 11" x 17"	M ✓	✓	✓	✓	N/A	N/A	N/A	✓	N/A
Ability to routinely handle up to 33% recycled material in duplex mode	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
FUNCTIONAL REQUIREMENTS:									
Color laser printer Devices shall track B&W Impressions and color Impressions separately.	M N/A	✓	N/A	✓	N/A	✓	N/A	✓	✓
Confidential / Secure print capability	M ✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to default to B&W or Grayscale (Requires specific selection to print in color)	M N/A	✓	N/A	✓	N/A	✓	N/A	✓	✓
Automatic Duplex	M ✓	✓	✓	✓	✓	✓	✓	✓	✓

MANDATORY HARDWARE/SOFTWARE REQUIREMENTSRevision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Mandatory Requirements (Mandatory: M)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Ability to Print	M	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to Copy	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to enlarge or reduce (Scalability)	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Scanning:										
Ability to handle single pass duplex scanning	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to e-mail	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to a File or a Folder utilizing Active Directory	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to provide full complex Active Directory authentication	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Fax:										
Ability to Fax	M	N/A	N/A	✓	✓	✓	✓	N/A	N/A	N/A
Other:										
Automatic Document Feeder	M	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Document Sorting / Collating	M	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Finishing:										
Stapling capacity of 30 sheets (Corner stapling)	M	N/A	N/A	✓	✓	N/A	N/A	N/A	N/A	N/A
Stapling capacity of 50 sheets (Corner stapling)	M	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SOFTWARE		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
FLEET MANAGEMENT:										
Shall be centrally-located and network-based	M	✓	✓	✓	✓	✓	✓	✓	✓	✓

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

Other Requirements (Required: R, R1; Optional: O)		1	2	3	4	5	6	7	8	9
		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
OPERATING ENVIRONMENT		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
OPERATING SYSTEMS:										
Mac OS, Linux	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
PRINT DRIVERS:										
Fully support TWAIN	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER OPERATING REQUIREMENTS:										
Processor speed in MHz	R	400	400	400	400	400	400	400	400	400
Monthly rated duty cycle (imp/mo)	R	200,000	150,000	100,000	100,000	60,000	60,000	60,000	100,000	60,000
CONFIGURATION / FUNCTION		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
GENERAL:										
Table unit	R1	N/A	N/A	N/A	N/A	✓	✓	✓	N/A	✓
Optional Table Top Unit	O	N/A	N/A	✓	✓	N/A	N/A	N/A	✓	N/A
Memory requirements	R	1 GB	1 GB	512 MB	512 MB	256 MB	384 MB	256 MB	384 MB	384 MB
First Page Out (Less than)	R	10 seconds	10 seconds	10 seconds	10 seconds	10 seconds	10 seconds	10 seconds	17 seconds	17 seconds
Print resolution quality in dpi (Enhanced resolution to achieve equivalency to these specs is acceptable)	R1	1200 x 1200	600 x 600	1200 x 1200	600 x 600	1200 x 1200	600 x 600	1200 x 1200	600 x 600	600 x 600
B&W speed in pages per min (Print)	R	55 ppm	55 ppm	40 ppm	40 ppm	25 ppm	25 ppm	30 ppm	45 ppm	25 ppm
B&W speed in pages per min (Scan)	R	45 ppm	45 ppm	30 ppm	30 ppm	20 ppm	20 ppm	N/A	N/A	N/A
Color speed in pages per min (Print)	R	N/A	45 ppm	N/A	35 ppm	N/A	20 ppm	N/A	40 ppm	25 ppm
Color speed in pages per min (Scan)	R	N/A	45 ppm	N/A	30 ppm	N/A	20 ppm	N/A	N/A	N/A
Uniformity of Control Panel / Screen across devices	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to perform multiple functions concurrently	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
LPT Port Capability	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
Capable of wireless printing	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
ENVIRONMENTAL REQUIREMENTS:										
ISO14001 Manufacturing Compliance	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
TRAY CONFIGURATIONS:										
Input paper capacity in sheets	R	3,000	1,500	1,500	1,500	500	500	500	1,500	500
Output stacker capacity in pages	R	2,000	500	250	250	100	100	150	250	150
Maximum # of Input Trays above Mandatory Base (Not including Manual Feed)	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
Maximum # of Output Trays (above base of 1 tray)	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to designate output trays to specific output type	R1	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Ability to designate input trays to specific paper types	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
MEDIA REQUIREMENTS:										
Cover stock paper weight requirement	R	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb	32 lb
Ability to feed envelopes & labels	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Paper size 11" x 17"	O	N/A	N/A	N/A	N/A	✓	✓	✓	N/A	✓
MICR capability	O	N/A	N/A	✓	N/A	✓	N/A	✓	N/A	N/A
FUNCTIONAL REQUIREMENTS:										
Card Swipe or Proximity Card Feature Option for 'print anywhere'	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Single pass Duplex	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to perform an ID Card Shot (copy two sides of an ID Card onto one side of a single sheet of paper)	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to create a Watermark at the device	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Scanning:										

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Other Requirements (Required: R, R1; Optional: O)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Scanning resolution in dpi (Enhanced resolution to achieve equivalency to these specs is acceptable)	R	600	600	600	600	600	600	N/A	N/A	N/A
Ability to automatically interface to user's Active Directory profile	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Color Scanning	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
OCR Scanning	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system DocSend	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Documentum/Captiva	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system EFI SendMe	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system FileNet	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Global 360/Open Text	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system NSI Auto Store	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Integrate with document management system Nuance e-Copy	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to deactivate scanning option	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Capable of scanning to multiple destinations	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Scan to a searchable PDF	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to assemble scanned documents from varied sources into one single resulting image/document at the MFD.	O	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Fax:										
Fax storage in pages (memory)	R	100	100	100	100	100	100	N/A	N/A	N/A
Programmable fax stations	R	100	100	100	100	100	100	N/A	N/A	N/A
Broadcast capable	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to integrate with a Fax Server environment	R1	✓	✓	✓	✓	✓	✓	N/A	N/A	N/A
Ability to Fax	O	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other:										
Automatic Document Feeder Capacity in Sheets	R	100	50	50	50	15	15	N/A	N/A	N/A
Unlimited collated output	R1	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Document Sorting / Collating	O	N/A	N/A	✓	✓	N/A	N/A	N/A	N/A	N/A
Finishing:										
4-way stapling	O	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Three Hole Puncher	O	✓	✓	✓	✓	N/A	N/A	N/A	N/A	N/A
Ability to fold	O	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SOFTWARE		TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET
FLEET MANAGEMENT:										
Monitor & configure from a web browser	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apply patches and updates remotely	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Flexible & comprehensive fleet / device management reporting & analysis tools	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to manage locally attached devices	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
User and group audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
QUEUE MANAGEMENT:										
Flexible & comprehensive queue management software functionality	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ability to work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓

OTHER HARDWARE/SOFTWARE REQUIREMENTS

Revision Date: June 26, 2012

		1	2	3	4	5	6	7	8	9
Other Requirements (Required: R, R1; Optional: O)		B&W MFD Large	Color MFD Large	B&W MFD Mid-Size	Color MFD Mid-Size	B&W MFD Small	Color MFD Small	B&W Printer Regular	Color Printer Large	Color Printer Regular
Can automatically hold jobs in the queue if the required paper tray at the target Device is empty while other jobs continue to print at that Device to optimize usage of the fleet until the empty tray is filled.	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security audit	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
WORKLOAD TRACKING AND REPORTING:										
Flexible & comprehensive work load tracking software functionality	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Must work in a Virtual Machine environment	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Integration capability with other solutions recommended	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Compatible with Active Directory	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Scalable	R1	✓	✓	✓	✓	✓	✓	✓	✓	✓
Relating print jobs within departments and to individual users	O	✓	✓	✓	✓	✓	✓	✓	✓	✓
Additional hardware required	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Please List (include size / capacities):	O	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Revision Date: SAMPLE

[illegible]

PERFORMANCE REQUIREMENTS SUMMARYRevision Date: April 19, 2012

Contract				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
7.0	Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$250 per occurrence
8.38	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$250 per occurrence
8.40	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of Contract

Statement of Work				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
6.4.1.2	Service Request Response	<i>(Number of Incidents responded to within the agreed upon time) / (Total number of Incidents during a reporting period)*100</i> shall meet target set in 7.1.2 - Service Request Response	Incidents recorded and reported by the Department Project Monitor monthly. Any Incident that does not clearly reflect a closing time stamp to track against will be considered a failure.	\$500 per occurrence
6.4.1.3	Service Request Resolution	<i>(Number of incidents responded to and resolved as per the defined schedule) / (Total number of Incidents during a reporting period)</i> shall meet target set in 7.1.3 - Service Request Resolution	Incidents recorded and reported by the Department Project Monitor monthly. Any Incident that does not clearly reflect a closing time stamp to track against will be considered a failure.	Severity Level 1: \$500 per occurrence Severity Levels 2 & 3: \$250 per occurrence
6.6	Device Availability	<i>1 - (Sum of unscheduled downtime for each device during the month) / (sum of hours in the month minus</i>	Service metric performance data will be captured by the Contractor and recorded.	\$500 per occurrence; possible termination for default of Contract

PERFORMANCE REQUIREMENTS SUMMARYRevision Date: April 19, 2012

Statement of Work				
Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
		<i>hours of approved planned downtime</i>) shall meet target set in 9.1 – Device Availability. Failure to meet the Device Availability targets in any three (3) of twelve (12) consecutive months may, at County's sole discretion be deemed a breach of Contract.		
6.9.2	Consumables Inventory& Supply	Manage the on-site inventory of Consumables to ensure that one (1) week's worth of inventory will be stored on-site at all times	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
6.9.2	Consumables Inventory& Supply	Ensure replacement Consumables are available at the Print Device within two (2) days of running out.	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
7.4	Additional Consumables Management	Ensure replacement Consumables are available at the Print Device within two (2) hours of running out.	Total number of service calls and periods of unavailability per device will be tracked, recorded and reported monthly.	\$500 per occurrence
6.11	User Satisfaction	The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the County contact immediately upon reporting of the survey results, and must be raised by the following survey.	Contractor will compile and present results to the County.	\$1000 per occurrence

REPORTS**Revision Date:** SAMPLE

Title	Description	Frequency
Usage/volume report by location	Provide copy and print volumes for the MFDs	monthly
Usage/volume report by device	Provide copy and print volumes for the MFDs	monthly
Scanner usage/volume report on the MFDs by device and location		monthly
Fax usage/volume report on the MFDs by device and location		monthly
Service calls by location and device	Flagged devices with multiple service calls per month. Average mean time to repair	monthly
Consumable usage by location and by device		monthly
Over utilized devices by location based on recommended rated monthly volume		monthly
Underutilized devices by location based on recommended rated monthly volume		monthly
Color volume utilization by device & location	Color copying volume to be also shown for a color MFD	monthly
Usage trending over a period of time by device, color & B&W and location		quarterly and annually
IMAC report by device and location		monthly
Total fleet asset mix		quarterly and annually
Invoiced impressions by device		monthly
Invoiced impressions by location		monthly
Consumable products invoiced vs. delivered		Monthly
Volume & cost breakout by Department and sub department groupings		Monthly
Staff turnover levels including subcontractors		Quarterly
Action items undertaken & completed in the period	e.g., load balancing initiative	Monthly
Historical trending and forecasting for future trends – Analysis, observations and recommendations		monthly and quarterly

CONTRACTOR'S EEO CERTIFICATION

Xerox Corporation
Contractor Name

700 South Flower Street, Los Angeles, CA 90017

Address

16-046-8020

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS**YES****NO**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

☒☐☒☐☒☐☒☐

Kevin Larson / Controller

Authorized Official's Printed Name and Title



Authorized Official's Signature

12/17/12

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Yolanda Young
Title: Contracts Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3101
Facsimile: (323) 415-8664
E-mail Address: yyoung@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: John Arnstein
Title: Sr. Associate CIO
Address: 350 S Figueroa St
Los Angeles, CA 90071
Telephone: (213) 253-5621
Facsimile:
E-mail Address: jarnstein@cio.lacounty.gov

COUNTY PURCHASE ORDER DIRECTOR:

Name: Gerry Plummer, C.P.M.
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-2670
Facsimile: (323) 415-8673
E-mail Address: gplummer@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Angela Wu
Title: Purchasing & Contracts Analyst
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 881-5178
Facsimile: (323) 415-8664
E-mail Address: awu@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

XEROX CORPORATION
CONTRACTOR'S NAME

CONTRACT NO. TBD**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Bryan Stall
Title: Regional Manager
Address: 700 South Flower Street
Los Angeles, CA 90017
Telephone: 213 614 0332
Facsimile: _____
E-mail Address: Bryan.Stall@xerox.com

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Tracie Weatehers
Title: General Manager
Address: 700 Flower Street
Los Angeles, CA 90017
Telephone: 213 614 0247
Facsimile: _____
E-mail Address: Tracie.Weathers@xerox.com

Name: Ian O'Donnell
Title: Senior Vice President
Address: 1851 East 1st Street
Santa Ana, CA 92705
Telephone: 714 565 1573
Facsimile: _____
E-mail Address: Ian.O'Donnell@xerox.com

Notices to Contractor shall be sent to the following address:

Name: Bryan Stall
Title: Regional Manager
Address: 700 South Flower Street
Los Angeles, CA 90017
Telephone: 213 614 0332
Facsimile: _____
E-mail Address: Bryan.Stall@xerox.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name XEROX CORPORATION

Contract No. TBD

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



KEVIN LARSON

CONTROLLER

DATE:

12/17/12

PRINTED NAME:

KEVIN LARSON

POSITION:

CONTROLLER

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

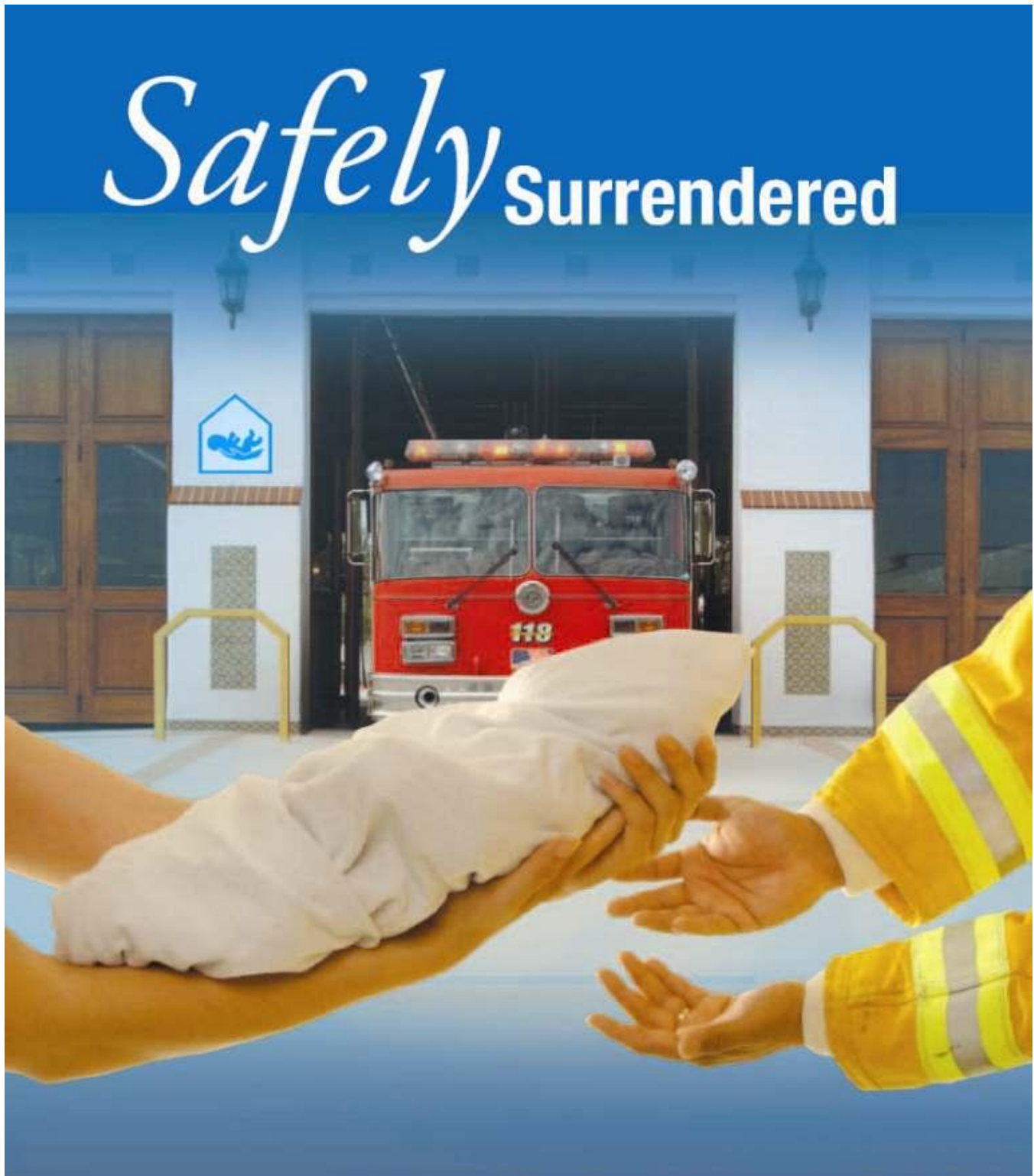
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.


If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Xerox Corporation

Company Name

700 South Flower Street, Los Angeles, CA 90017

Address

16-046-8020

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Kevin Larson / Controller

Name and Title of Signer (please print)

Negotiated Terms that Depart from County's Standard Terms and Conditions

Liquidated Damages (8.26): Provision modified so that the aggregate amount of liquidated damages for any year does not exceed the annual fees payable to each Contractor.

Termination for Convenience (8.42): Provision modified to increase the period of time from notification to termination effective date from ten (10) days to fifteen (15) working days.

Termination for Default (8.43): Provision modified to extend the cure period from five (5) to (10) working days.

Ownership of Materials, Software and Copyright (9.4): Provision modified to delete clause as it is not applicable to the contracted services.

Community Business Enterprise Program Information

FIRM INFORMATION*		Ricoh Americas Corporation	Xerox Corporation
BUSINESS STRUCTURE		Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION			
OWNERS/PARTNER	Black/African American	Publicly Traded	Publicly Traded
	Hispanic/Latino		
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White		
	<i>Female (included above)</i>		
	MANAGER		
Hispanic/Latino		206	586
Asian or Pacific Islander		180	549
American Indian		18	51
Filipino		5	
White		3,029	7,841
<i>Female (included above)</i>		1,092	1,058
STAFF		Black/African American	4,278
	Hispanic/Latino	2,255	6,442
	Asian or Pacific Islander	1,087	3,572
	American Indian	86	452
	Filipino	145	
	White	14,607	35,685
	<i>Female (included above)</i>	7,995	30,968
	Total # of Employees		26,225
COUNTY CERTIFICATION			
CBE			
LSBE			
OTHER CERTIFYING AGENCY			

*Information as provided by vendor.

Solicitation and Contracting Opportunity Announcements

Bid Information

Bid Number : 104351

Bid Title : Print Optimization and Related Support Services RFP

Bid Type : Service

Department : Internal Services Department

Commodity : COPY MACHINES, BOND (PLAIN) PAPER TYPE INCLUDING PARTS AND ACCESSORIES

Open Date : 4/19/2012

Closing Date : 6/19/2012 12:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Internal Services (ISD) is issuing this Request for Proposals (RFP) to solicit proposals from qualified vendors that can provide print optimization and related support services throughout the County of Los Angeles. Print optimization and related support services includes, but is not limited to, providing all distributed printers, copiers, multi-functional devices, all consumables for the in-scope devices except paper, hardware maintenance, break-fix support; and managed print services.

Contact Name : Angela Wu

Contact Phone# : (323) 881-5178

Contact Email : awu@isd.lacounty.gov

Last Changed On : 4/19/2012 5:48:52 PM